

**David L. Guevara**  
Direct Dial 317/713-3453  
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September 4, 2013

***Via FedEx and E-mail***

Shelly Lam  
2525 North Shadeland Avenue, Ste. 100  
Indianapolis, Indiana 46219

***RE: Kokomo Dump Site (the "Site")  
1130 South Dixon Road, Kokomo, Howard County, Indiana  
Site Spill Identification Number: C564***

Dear Ms. Lam:

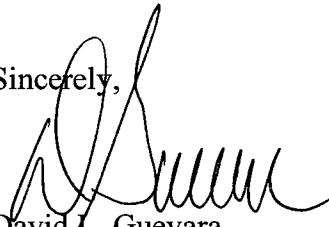
Pursuant to Section XXVII, Paragraph 86, of the Administrative Settlement Agreement and Order on Consent for Removal Action (the "Agreement"), the City of Kokomo (the "City") is required to secure and maintain "comprehensive general liability insurance and automobile insurance with limits of 2 million dollars, combined single limit." On August 23, 2013, the City mailed you a certificate of insurance demonstrating that it possesses the requisite coverage in the requisite amounts. In follow up to the August 23rd mailing, enclosed please find a copy of the general liability coverage portion (see Exhibit A), and the automotive coverage portion (see Exhibit B), of the City's current insurance policy.

Similarly, Paragraph 86 of the Agreement requires the City to "ensure that its contractors or subcontractors satisfy[] all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of [the City] in furtherance of [the Agreement]." Accordingly, please find enclosed a certificate of insurance demonstrating that the City's contractor satisfies the aforementioned requirement (See Exhibit C).

Ms. Shelly Lam  
September 4, 2013  
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If you have any questions regarding this matter, please do not hesitate to contact me at (317) 713-3453.

Sincerely,



David L. Guevara

Enclosures

cc: Lawrence McCormack (w/o enclosures)  
Brad Adams (w/o enclosures)  
Maria Gonzalez (w/o enclosures)

1925869

# Exhibit A

**SELECTIVE INSURANCE COMPANY OF AMERICA**  
40 WANTAGE AVE, BRANCHVILLE, NJ 07890**COMMERCIAL POLICY COMMON DECLARATION**

<b>Named Insured and Address</b> CITY OF KOKOMO 100 S UNION ST CITY HALL BLDG KOKOMO, IN 46901-4608	<b>Policy Period</b> From: JANUARY 1, 2013 To: JANUARY 1, 2014  12:01 A.M. Standard Time At Location of Designated Premises.
<b>Named Insured is:</b> INDIVIDUAL	<b>Producer Number:</b> 00-13031-00000

**Producer:**REGIONS INSURANCE INC  
INDIANA**Schedule of Coverage**COMMERCIAL PROPERTY COVERAGE  
COMMERCIAL GENERAL LIABILITY COVERAGE  
COMMERCIAL AUTOMOBILE COVERAGE  
COMMERCIAL INLAND MARINE COVERAGE  
COMMERCIAL UMBRELLA COVERAGE  
ABUSE & MOLESTATION**PREMIUM INCLUDES****TERRORISM COVERAGE \$17,494.00**

In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance indicated in the schedule above. Insurance is provided only for those coverages for which a specific limit is shown on the attached coverage declaration(s).

**PAYMENT METHOD****Total Policy Premium \$518,448.00**

DPP - 4

(This premium may be subject to adjustment.)

**Date Issued: JANUARY 25, 2013****Issuing Office: HEARTLAND REGION****Authorized Representative** 

# COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: JANUARY 1, 2013

Schedule Effective Date: JANUARY 1, 2013

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMON COVERAGE PART:

IL 70 25 1189 COMMERCIAL POLICY COMMON DECLARATION  
IL 70 36 0193 SCHEDULE OF LOCATIONS

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL PROPERTY COVERAGE PART:

CP 70 26 1011 COMMERCIAL PROP DEC  
CP 00 10 0607 BUILDING & PERSONAL PROPERTY COVERAGE FM  
CP 00 30 0607 BUSINESS INCOME COVERAGE (W/EX EXP)  
CP 00 90 0788 COMMERCIAL PROPERTY CONDITIONS  
CP 01 40 0706 EXCL OF LOSS DUE TO VIRUS OR BACTERIA  
CP 01 52 0796 INDIANA CHANGES-RIGHTS OF RECOVERY  
CP 10 30 0607 CAUSES OF LOSS-SPECIAL FORM  
CP 10 32 0808 WATER EXCLUSION ENDORSEMENT  
CP 14 50 1000 RADIO OR TELEVISION ANTENNAS  
CP 15 32 0607 CIVIL AUTHORITY CHANGE(S)  
CP 75 08 0310 ELITEPAC-EMERGENCY SVCS & GOVERNMENTAL  
CP 75 51 0511 SYSTEMS POWER PAC  
CP 75 92 0406 SYS POWER PAC EMERGENCY SERVICES  
CP 76 11 1011 GREENPAC ENHANCEMENT ENDORSEMENT  
CP 76 13 0410 CRISIS RESPONSE COVERAGE  
CP 76 23 1011 COMMERCIAL PROP MORTGAGE HOLDERS SCHED  
CP 79 00 0894 MANUSCRIPT ENDORSEMENT 1  
CP 80 05 0797 PROVISIONAL RATE ENDORSEMENT  
CP 80 11 0406 SYSTEMS POWER PAC MULTIPLE DED. FORM  
IL 00 03 0908 CALCULATION OF PREMIUM  
IL 00 17 1198 COMMON POLICY CONDITIONS  
IL 01 56 0907 INDIANA CHANGES-CONCEALMENT, MISREPRESENT  
IL 01 92 0702 INDIANA CHANGES-POLLUTION  
IL 02 72 0907 INDIANA CHANGES-CANC AND NONRENEWAL  
IL 04 15A 0498 PROTECTIVE SAFEGUARDS  
IL 09 52 0308 CAP ON LOSS FROM CERT ACTS OF TERRORISM  
IL 89 53 1198 EXCL OF CERTAIN COMPUTER-RELATED LOSSES  
IL 89 56 0899 ASBESTOS EXCLUSION

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL GENERAL LIABILITY COVERAGE PART:

CG 70 35 0690 COMMERCIAL LIABILITY COVG DECLARATION  
CG 00 01 1207 CGL COV FORM (OCCURRENCE)  
CG 03 00 0196 DEDUCTIBLE LIABILITY INSURANCE  
CG 04 35 1207 EMPLOYEE BENEFITS LIAB COVERAGE  
CG 21 00 0798 EXCL-ALL HAZDS IN CONNEC W/DES PREM  
CG 21 01 1185 EXCL-ATHLETIC OR SPORTS PARTICIPANT  
CG 21 35 1001 EXCL-COV C-MEDICAL PAYMENTS  
CG 21 47 1207 EMPLOYMENT-RELATED PRACTICES EXCL  
CG 21 62 0998 EXCL-Y2K COMPUTER-RELATED W/EX PREMISES  
CG 21 67 1204 FUNGI OR BACTERIA EXCLUSION  
CG 21 70 0108 CAP ON LOSSES FROM CERT ACTS OF TERROR  
CG 22 58 1185 EXCL-DESCR. HAZ (CARNIVAL, CIRCUS, FA)  
CG 25 03A 0397 DESIGNATED CONST PROJECT(S) AGG LIMIT  
CG 25 04A 0397 DESIGNATED LOCATION(S) GENERAL AGG LIMIT  
CG 25 12 1207 INDIANA CHANGES-GOV SUBDIVISIONS  
CG 70 22 0591 CEMETERY PROFESSIONAL LIABILITY  
CG 70 51 0912 ELITEPAC GENERAL LIAB EXT VESP, BOE MUNI  
CG 79 54 1009 LIMITED EXT OF COV FOR SEWAGE BACKUP  
CG 80 29 0610 ABUSE OR MOLESTATION LIAB COV EXCL

**NOTICE TO POLICYHOLDER:** All the forms and endorsements contained in this policy as of the "Schedule Effective Date" are listed above. Forms and endorsements added to the policy after this date will appear on a "Policy Changes" endorsement. Please read your policy and all "Policy Changes" carefully.

**NOTE:** All applicable "IL" endorsements will be attached in the Common Section of the policy.

**COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE**

Policy Effective Date: JANUARY 1, 2013

Schedule Effective Date: JANUARY 1, 2013

**THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL GENERAL LIABILITY COVERAGE PART:**

CG 80 30	1109	EXCLUSION-FAILURE TO SUPPLY-UTILITIES
IL 00 03	0908	CALCULATION OF PREMIUM
IL 00 17	1198	COMMON POLICY CONDITIONS
IL 00 21	0908	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 01 17	1210	INDIANA CHANGES-WORKERS COMP EXCLUSION
IL 01 58	0908	INDIANA CHANGES
IL 02 72	0907	INDIANA CHANGES-CANC AND NONRENEWAL
IL 89 48	0100	EXCLUSION - LEAD HAZARD
IL 89 56	0899	ASBESTOS EXCLUSION

**THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE BUSINESS AUTOMOBILE COVERAGE PART:**

CA 70 57	0292	BUSINESS AUTO COVERAGE DECLARATION
CA 70 58	0292	BUSINESS AUTO COVERAGE DECLARATION PAGE2
CA 00 01	0306	BUSINESS AUTO POLICY
CA 00 29	1288	CHANGES IN BAP AND TRUCKERS COVG FORM
CA 01 19	0709	INDIANA CHANGES
CA 03 02	0306	DEDUCTIBLE LIABILITY COVERAGE
CA 20 15	1001	MOBILE EQUIPMENT
CA 20 18	1293	PROFESSIONAL SERVICES NOT COVERED
CA 20 54	1001	EMPLOYEE HIRED AUTOS
CA 20 71B	1001	AUTO LOAN/LEASE GAP COVERAGE
CA 21 44	1211	INDIANA UNINSURED MOTORISTS COVERAGE
CA 24 02	1293	PUBLIC TRANSPORTATION AUTOS
CA 31 16	1211	INDIANA UNDERINSURED MOTORISTS COVERAGE
CA 70 38	0790	PHYSICAL DAMAGE COVERAGE
CA 70 72	0411	ELITEPAC CA EXT EMERG SERV & GOV
CA 77 33	0197	CHANGES - EXCLUSION OF NAMED DRIVER
CA 77 74	0706	LIMITED MOBILE EQUIPMENT COVERAGE
CA 80 23	0610	ABUSE OR MOLESTATION LIAB COV EXCL
CA 99 03	0306	AUTO MEDICAL PAYMENTS COVERAGE
CA 99 17	0306	INDIVIDUAL NAMED INSURED
CA 99 37	0306	GARAGEKEEPERS COVERAGE
FORM 2068	0102	SRM COMML AUTO COMPOSITE RATING WKSHEET
IL 00 03	0908	CALCULATION OF PREMIUM
IL 00 17	1198	COMMON POLICY CONDITIONS
IL 00 21	0908	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 01 17	1210	INDIANA CHANGES-WORKERS COMP EXCLUSION
IL 01 56	0907	INDIANA CHANGES-CONCEALMENT, MISREPRESENT
IL 01 58	0908	INDIANA CHANGES
IL 02 72	0907	INDIANA CHANGES-CANC AND NONRENEWAL
IL 89 56	0899	ASBESTOS EXCLUSION

**THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL INLAND MARINE COVERAGE PART:**

CM 70 71	0794	COMMERCIAL INLAND MARINE DECLARATIONS
CM 70 98A	0792	MISCELLANEOUS PROPERTY COVERAGE
CM 71 27A	0792	V.E.S.P. EQUIPMENT COVERAGE
CM 71 30A	0892	FINE ARTS DECLARATIONS
CM 71 37A	0694	PROPERTY RADIO COVERAGE
CM 71 38A	0694	PROPERTY EQUIPMENT COVERAGE
IM 78 05	0707	SCHEDULE OF COVERAGES - DIC
CL 01 00	0399	COMMON POLICY CONDITIONS
CL 01 88	0399	AMENDATORY ENDORSEMENT-IN
CL 06 00	0108	CERTIFIED TERRORISM LOSS

**NOTICE TO POLICYHOLDER:** All the forms and endorsements contained in this policy as of the "Schedule Effective Date" are listed above. Forms and endorsements added to the policy after this date will appear on a "Policy Changes" endorsement. Please read your policy and all "Policy Changes" carefully.

**NOTE:** All applicable "IL" endorsements will be attached in the Common Section of the policy.



# COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: JANUARY 1, 2013

Schedule Effective Date: JANUARY 1, 2013

## THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL INLAND MARINE COVERAGE PART:

CL 07 00	1006	VIRUS OR BACTERIA EXCLUSION
CM 00 01	0695	COMMERCIAL INLAND MARINE CONDITIONS
CM 70 99	1191	MISCELLANEOUS PROPERTY COVERAGE
CM 71 28	0101	EMERGENCY SERVICES PORTABLE EQUIPMENT
CM 71 31	0892	COMMERCIAL FINE ARTS COVERAGE FORM
CM 72 00	0112	LIBERALIZATION
IL 00 03	0908	CALCULATION OF PREMIUM
IL 00 17	1198	COMMON POLICY CONDITIONS
IL 01 56	0907	INDIANA CHANGES-CONCEALMENT, MISREPRESENT
IL 01 86	0796	INDIANA CHANGES-RIGHTS OF RECOVERY
IL 02 72	0907	INDIANA CHANGES-CANC AND NONRENEWAL
IL 09 52	0308	CAP ON LOSS FROM CERT ACTS OF TERRORISM
IL 89 53	1198	EXCL OF CERTAIN COMPUTER-RELATED LOSSES
IM 20 29	0404	AMENDATORY ENDORSEMENT-IN
IM 50 02	0907	SCHEDULE OF EXCL PERILS BY LOC-DIC
IM 78 00	0407	DIC-PROPERTY COVERAGE PART
IM 78 10	0707	DIC-INCOME COVERAGE PART

## THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL UMBRELLA COVERAGE PART:

CX 00 03A	0199	COMMERCIAL EXCESS/UMBRELLA DEC
CXL 4	0403	COMMERCIAL UMBRELLA LIAB COVG
CXL 17	1099	ASBESTOS EXCLUSION
CXL 31	0403	DESIGNATED PREMISES EXCLUSION
CXL 32	0403	DESIGNATED PROF SERVICES EXCL
CXL 119	0403	WATERCRAFT LIABILITY LIMITATION
CXL 125	0199	CEMETARY LIABILITY LIMITATION
CXL 132	0403	PERSONAL & ADVERTISING INJURY LIAB
CXL 211	0403	EMPLOYEE BENEFITS LIABILITY LIMITATION
CXL 318	0403	EXCLUSION - LEAD HAZARD
CXL 326	0403	INDIANA CHANGES-CANC AND NONRENEWAL
CXL 338A	0804	SCHEDULED POLICY FOLLOWING FORM-LIAB COV
CXL 358	0403	EXCL Y2K COMPUTER-RELATED W/EX BI/PREMIS
CXL 383	0702	FUNGI OR BACTERIA EXCLUSION
CXL 388	1207	CAP ON LOSSES FROM CERT ACTS OF TERR
CXL 400	0403	NUCLEAR ENERGY LIABILITY EXCLUSION END
CXL 413	0305	EXCLUSION-VIOLATION OF STATUTES
IL 00 17	1198	COMMON POLICY CONDITIONS

## THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE ABUSE AND MOLESTATION COVERAGE PART:

AM 00 07	0610	ABUSE OR MOLESTATION OCCUR LIAB COV DEC
AM 00 01	0610	ABUSE OR MOLESTATION LIAB COV PART
AM 00 02	0610	INNOCENT EMPLOYEE VOLUNTEER
AM 00 15	0610	IN CHANGES CANC & NONRENEWAL
AM 00 31	0610	CAP ON LOSSES FROM CERT ACTS OF TRSM
IL 00 17	1198	COMMON POLICY CONDITIONS

**NOTICE TO POLICYHOLDER:** All the forms and endorsements contained in this policy as of the "Schedule Effective Date" are listed above. Forms and endorsements added to the policy after this date will appear on a "Policy Changes" endorsement. Please read your policy and all "Policy Changes" carefully.

**NOTE:** All applicable "IL" endorsements will be attached in the Common Section of the policy.

# CALCULATION OF PREMIUM

IL 00 03 09 08

## **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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# COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

## A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

## B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

## C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

## D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

## E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

## F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

## (Broad Form)

IL 00 21 09 08

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

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"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

# INDIANA CHANGES — WORKERS' COMPENSATION EXCLUSION

IL 01 17 12 10

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM LIABILITY COVERAGE FORM  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A. For insurance provided under the:**

Commercial General Liability Coverage Part  
Commercial Liability Umbrella Coverage Part  
Employment-Related Practices Liability Coverage Part  
Liquor Liability Coverage Part  
Medical Professional Liability Coverage Part  
Owners And Contractors Protective Liability Coverage Part  
Pollution Liability Coverage Part  
Products/Completed Operations Liability Coverage Part  
Railroad Protective Liability Coverage Part  
Underground Storage Tank Policy

The following is added to the **Workers' Compensation And Similar Laws** Exclusion:

This exclusion also applies to any obligation of the insured under the Indiana Workers' Compensation statutes arising out of the failure of the insured to exact from a contractor (or subcontractor if the insured is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.

**B. For insurance provided under the Commercial Automobile Coverage Part, the following is added to the **Workers' Compensation** Exclusion:**

This exclusion also applies to any obligation of the "insured" under the Indiana Workers' Compensation statutes arising out of the failure of the "insured" to exact from a contractor (or subcontractor if the "insured" is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.

**C. For insurance provided under the Farm Liability Coverage Form and Farm Umbrella Liability Policy, the following is added to the **Workers' Compensation Or Similar Law** Exclusion:**

This exclusion also applies to any obligation of the "insured" under the Indiana Workers' Compensation statutes arising out of the failure of the "insured" to exact from a contractor (or subcontractor if the "insured" is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.

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**INDIANA CHANGES — CONCEALMENT,  
MISREPRESENTATION OR FRAUD**

IL 01 56 09 07

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

**CONCEALMENT, MISREPRESENTATION OR FRAUD**

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact or
  2. Fraud
- committed by an insured at any time and relating to a claim under this policy.

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# INDIANA CHANGES

IL 01 58 09 08

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY — LEGAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY — MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM\*  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART.  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

- \* Under the **Mortgageholders Errors And Omissions Coverage Form**, the following condition applies only to Coverage C and Coverage D.

The following condition is added:

Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.

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# INDIANA CHANGES — CANCELLATION AND NONRENEWAL

IL 02 72 09 07

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:**

**2. Cancellation Of Policies In Effect**

**a. 90 Days Or Less**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

**b. More Than 90 Days**

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

**(3) 45 days before the effective date of cancellation if:**

- (a) There has been a substantial change in the scale of risk covered by this policy;
- (b) Reinsurance of the risk associated with this policy has been cancelled; or
- (c) You have failed to comply with reasonable safety recommendations.

**B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary:**

**NONRENEWAL**

**1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days before:**

- a. The expiration date of this policy, if the policy is written for a term of one year or less; or
- b. The anniversary date of this policy, if the policy is written for a term of more than one year.

**2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.**

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## EXCLUSION — LEAD HAZARD

### THIS EXCLUSION CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
GARAGE COVERAGE PART  
GARAGE POLICY (VIRGINIA ONLY)  
OWNERS and CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE and HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT  
OF TRANSPORTATION

This insurance does not apply to:

- a. "Bodily injury" arising out of the ingestion, inhalation or absorption of lead in any form;
- b. "Property damage" or "personal and advertising injury" arising from the presence of lead in any form; or
- c. Any loss, cost or expense arising out of any orders by, or on behalf of, any governmental authority to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize lead in any form;

at or from any premises, sites or locations which are, or were at any time, owned by, rented to, loaned to, or used by any insured, or arising from operations by any insured.

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# ASBESTOS EXCLUSION

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
BUSINESSOWNERS COVERAGE PART  
CAUSES OF LOSS — BASIC FORM  
CAUSES OF LOSS — BROAD FORM  
CAUSES OF LOSS — SPECIAL FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
GARAGE COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCT/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
TRUCKERS COVERAGE PART

1. It is agreed that this insurance does not apply to any loss or damage relating to the actual, alleged, or threatened presence of, or exposure to, "asbestos," including inhalation, ingestion, irritation, absorption or other similar physical exposure to "asbestos." Such presence of, or exposure to, "asbestos" includes, but is not limited to:
  - a. structures or manufacturing processes containing "asbestos";
  - b. the disposal of "asbestos" or goods, products or materials containing "asbestos";
  - c. the storing or presence of "asbestos" or goods, products or materials containing "asbestos"; or
  - d. the removal of "asbestos" from any goods, products, materials, structures or manufacturing processes,whether or not such "asbestos" is airborne.
2. We shall have no obligation under this coverage part:
  - a. to investigate, settle or defend any claim or "suit" against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the presence of, or exposure to, "asbestos"; or
  - b. to pay any damages, judgments, settlements, losses, costs or expenses of any kind or nature that may be awarded or incurred by reason of any such claim or suit or any such actual or threatened injury or damage from "asbestos"; or
  - c. for any losses, costs or expenses arising out of any obligation, order, direction or request of or upon any insured or others, including, but not limited to, any governmental obligation, order, direction or request, to test for, monitor, clean up, remove, contain, treat, neutralize, in any way respond to, or assess the effects of "asbestos."
3. "Asbestos" includes asbestos, asbestos fibers, asbestos materials, and asbestos products, or any goods or products containing asbestos or asbestos fibers, materials, or products.

Previous Policy Number  
NEW

Policy Number  
S 2053106

### COMMERCIAL LIABILITY COVERAGE DECLARATION

Policy Effective Date:	JANUARY 1, 2013	Coverage Effective Date:	JANUARY 1, 2013
Business of Named Insured:	MUNICIPALITY - CITY		

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

#### Coverage Limits

#### COMMERCIAL GENERAL LIABILITY

General Aggregate Limit (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations -- Aggregate Limit	\$2,000,000
Personal and Advertising -- Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage To Premises Rented To You Limit -- Any One Premises	\$100,000
Medical Expense Limit -- Any One Person	NOT COVERED

#### Commercial Liability Premium(s)

Classification	Class Code	Premium Basis	Rates		Advanced Premium	
			Premises - Operations	Products - Completed Operations	Premises - Operations	Products - Completed Operations
EMPLOYEE BENEFITS LIABILITY	92100		FLAT CHARGE		\$301.00	----
LOCATION #001 BUILDING #001						
CEMETERIES NOT FOR PROFIT ONLY (T-506)	41604	2 (T13)	14.384	INCL.	\$29.00	INCL.
CEMETERY PROFESSIONAL LIABILITY PREM. ADJUSTED TO MEET MIN.	65550		FLAT CHARGE		\$70.00	----
GOVERNMENTAL POP 25,001 50,000 (T-506)	44103	27,842,093 (T28)	2.621	INCL.	\$72,974.00	INCL.
SKATEBOARD PARK (T-506)	48177		FLAT CHARGE		\$230.00	----
STREETS, ROADS, HIGHWAYS OR BRIDGES (T-506)	48727	80 (T37)	54.111	INCL.	\$4,329.00	INCL.
SWIMMING POOLS (T-506)	48925	2 (T40)	359.328	INCL.	\$719.00	INCL.
THEATERS NOT FOR PROFIT ONLY (T-506)	49185	20,000 (M)	45.171	INCL.	\$903.00	INCL.

CONTINUED ON SCHEDULE: CG-7045

Minimum Premium	\$230.00	\$ .00	Total Premium	\$83,063.00	\$ .00
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#### Premium and Rate Legend

Location of all premises you own, rent, or control:

Refer to "Schedule of Locations"

(T13) Land - rate per acre  
(T19) Dwellings - rate per dwelling  
(M) Admissions - rate per 1000 admissions  
(T37) Miles - rate per mile

CONTINUED ON SCHEDULE: CG-7045

This Schedule lists all your premises, operations and other exposures, as they exist as of the coverage effective date.

Forms and Endorsements:

Refer to "Commercial Policy Forms and Endorsement Schedule"

Total Advance Premium

\$83,063.00

(This premium may be subject to adjustment.)

CG-7035 (06/90)

INSURED'S COPY

Coverage Effective Date  
JANUARY 1, 2013

Policy Number  
S 2053106

## COMMERCIAL LIABILITY SCHEDULE

Classification	Class Code	Premium Basis	Rates		Advanced Premium	
			Premises - Operations	Products - Completed Operations	Premises - Operations	Products - Completed Operations
LOCATION #017 BUILDING #001 ----- WATER SLIDE (T-506)	48924		FLAT CHARGE		\$230.00	----
LOCATION #020 BUILDING #001 ----- MUSEUMS NOT FOR PROFIT ONLY (T-506)	46427	4,140 (A)	73.838	INCL.	\$306.00	INCL.
LOCATION #038 BUILDING #001 ----- MUSEUMS NOT FOR PROFIT ONLY (T-506)	46427	2,070 (A)	73.838	INCL.	\$153.00	INCL.
LOCATION #055 BUILDING #001 ----- VACANT LAND NOT FOR PROFIT ONLY (T-506)	49452	5 (T13)	1.931	INCL.	\$10.00	INCL.
LOCATION #058 BUILDING #001 ----- DWELLINGS ONE FAMILY (LESSOR'S RISK ONLY) (T-506)	63010	IF ANY (T19)	60.452	INCL.	PREMIUM CHARGE TO BE DETERMINED UPON AUDIT	

### Premium and Rate Legend

(A) Area - rate per 1000 square feet  
(T40) Pool - rate per pool  
(T28) Municipal - rate per \$1000 expenditures

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# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY  
CG 00 01 12 07

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II — Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V — Definitions.

## SECTION I — COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III — Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments — Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II — Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II — Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II — Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
  - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
- (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III — Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".





**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Distribution Of Material In Violation Of Statutes**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III — Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III — Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments — Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

**g. Quality Or Performance Of Goods — Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trade-mark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Distribution Of Material In Violation Of Statutes**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

## **COVERAGE C MEDICAL PAYMENTS**

### **1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations; provided that:
    - (a) The accident takes place in the "coverage territory" and during the policy period;
    - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
    - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

### **2. Exclusions**

We will not pay expenses for "bodily injury":

- a. **Any Insured**  
To any insured, except "volunteer workers".
- b. **Hired Person**  
To a person hired to do work for or on behalf of any insured or a tenant of any insured.

### **c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

### **d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### **e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### **f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

### **g. Coverage A Exclusions**

Excluded under Coverage A.

## **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B**

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I — Coverage A — Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II — WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner;
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real-estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III — LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
    - (1) Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - c. You and any other involved insured must:
    - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
    - (2) Authorize us to obtain records and other information;
    - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
    - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
  - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph **b**, below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c**, below.

##### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g**, of Section **I** — Coverage **A** — Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### SECTION V — DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
  - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;



if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

**9. "Insured contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

- 10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker"**

- 11. "Loading or unloading" means the handling of property:**

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- 12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17. "Property damage" means:**

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**18. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**

**20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.**

**21. "Your product":**

**a. Means:**

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a)** You;
  - (b)** Others trading under your name; or
  - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes:**

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (2)** The providing of or failure to provide warnings or instructions.
- c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**22. "Your work":**

**a. Means:**

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2)** The providing of or failure to provide warnings or instructions.

# DEDUCTIBLE LIABILITY INSURANCE

POLICY NUMBER: S 2053106

COMMERCIAL GENERAL LIABILITY  
CG 03 00 01 96

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

#### Coverage

Amount and Basis of Deductible  
PER CLAIM or PER OCCURRENCE

Bodily Injury Liability

OR

Property Damage Liability

OR

Bodily Injury Liability and/or

\$1,000

Property Damage Liability Combined

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**APPLICATION OF ENDORSEMENT** (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

N/A

A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.

B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:

1. **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:

a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";

b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or

c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:

(1) "Bodily injury";

(2) "Property damage"; or

(3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

**2. PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:

(1) "Bodily injury";

(2) "Property damage"; or

(3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

**C. The terms of this insurance, including those with respect to:**

1. Our right and duty to defend the insured against any "suits" seeking those damages; and
2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

**D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.**

# EMPLOYEE BENEFITS LIABILITY COVERAGE

POLICY NUMBER: S 2053106

COMMERCIAL GENERAL LIABILITY  
CG 04 35 12 07

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.  
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

Coverage	Limit Of Insurance	Each Employee Deductible	Premium
Employee Benefits Programs	\$1,000,000 each employee \$2,000,000 aggregate	\$ 1,000	

Retroactive Date: 01-01-2013

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. The following is added to Section I — Coverages:  
COVERAGE — EMPLOYEE BENEFITS LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph D. (Section III — Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to damages only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph F. of this endorsement.

- c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph a. above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

## **2. Exclusions**

This insurance does not apply to:

**a. Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

**b. Bodily Injury, Property Damage, Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

**c. Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

**d. Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

**e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

**f. Workers' Compensation And Similar Laws**

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

## **g. ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

## **h. Available Benefits**

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

## **i. Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

## **j. Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

## **B. For the purposes of the coverage provided by this endorsement:**

1. All references to Supplementary Payments — Coverages A and B are replaced by Supplementary Payments — Coverages A, B and **Employee Benefits Liability**.

2. Paragraphs 1.b. and 2. of the Supplementary Payments provision do not apply.

## **C. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 3. of Section II — Who Is An Insured are replaced by the following:**

2. Each of the following is also an insured:

- a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
- b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

- D. For the purposes of the coverage provided by this endorsement, Section III — **Limits Of Insurance** is replaced by the following:

**1. Limits Of Insurance**

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:

- (1) Insureds;
- (2) "Claims" made or "suits" brought;
- (3) Persons or organizations making "claims" or bringing "suits";
- (4) Acts, errors or omissions; or
- (5) Benefits included in your "employee benefit program".

- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (1) An act, error or omission; or
- (2) A series of related acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

**2. Deductible**

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

- b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- c. The terms of this insurance, including those with respect to:

- (1) Our right and duty to defend any "suits" seeking those damages; and
- (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"

apply irrespective of the application of the deductible amount.

- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

- E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV — Commercial General Liability Conditions** are replaced by the following:

**2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:



- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

##### b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:

(a) No Retroactive Date is shown in the Schedule of this insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.

(2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

- F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

#### EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
  - a. This endorsement is canceled or not renewed; or
  - b. We renew or replace this endorsement with insurance that:
    - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
    - (2) Does not apply to an act, error or omission on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.
3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and

- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph D.1.b. of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph D.1.c.

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:
  - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
  - b. Handling records in connection with the "employee benefit program"; or
  - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

H. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the **Definitions** Section are replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**EXCLUSION — ALL HAZARDS IN CONNECTION  
WITH DESIGNATED PREMISES**

POLICY NUMBER: S 2053106

COMMERCIAL GENERAL LIABILITY  
CG 21 00 07 98

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Description And Location Of Premises:**

KOKOMO MUNICIPAL AIRPORT  
3636 E COUNTY ROAD 400 NORTH  
KOKOMO, IN 46901

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to Paragraph 2., Exclusions of **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph 2., Exclusions of **SECTION I — COVERAGE B — PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule or any property located on these premises;
2. Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or
3. Goods or products manufactured at or distributed from those premises.

## EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS

POLICY NUMBER: S 2053106

COMMERCIAL GENERAL LIABILITY

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

##### Description of Operations:

ALL OPERATIONS

20000FS 2053106427

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any operations shown in the Schedule, this insurance does not apply to "bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

# EXCLUSION — COVERAGE C — MEDICAL PAYMENTS

POLICY NUMBER: S 2053106

COMMERCIAL GENERAL LIABILITY  
CG 21 35 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

**Description And Location Of Premises Or Classification:**

ALL OPERATIONS

20000FS 2053106428

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

1. Section I — Coverage C — Medical Payments does not apply and none of the references to it in the Coverage Part apply; and
2. The following is added to Section I — Supplementary Payments:
  - h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: S 2053106

COMMERCIAL GENERAL LIABILITY  
CG 25 03 03 97

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

### SCHEDULE

Designated Construction Project(s):

EACH CONSTRUCTION PROJECT OF YOURS AWAY FROM  
PREMISES OWNED BY OR RENTED TO YOU.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated project.

Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and



2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

# DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: S 2053106

COMMERCIAL GENERAL LIABILITY  
CG 25 04 03 97

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

### SCHEDULE

**Designated Location(s):**

EACH LOCATION OWNED BY OR RENTED TO YOU.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
  - a. Insureds:
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Location General Aggregate

Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

# EMPLOYMENT-RELATED PRACTICES EXCLUSION

COMMERCIAL GENERAL LIABILITY  
CG 21 47 12 07

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I — Coverage A — Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I — Coverage B — Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

20000FS 2053106439



**EXCLUSION — YEAR 2000 COMPUTER-RELATED AND  
OTHER ELECTRONIC PROBLEMS — WITH EXCEPTION  
FOR BODILY INJURY ON YOUR PREMISES**

COMMERCIAL GENERAL LIABILITY  
CG 21 62 09 98

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2., Exclusions of Section I — coverage A — Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I — Coverage B — Personal And Advertising Injury Liability:

**2. Exclusions**

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" (or "personal and advertising injury" if defined as such in your policy) arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any "insured" or to others:

- (a) Computer hardware, including microprocessors;
- (b) Computer application software;
- (c) Computer operating systems and related software;
- (d) Computer networks;

(e) Microprocessors (computer chips) not part of any computer system; or

(f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 2.a.(1) of this endorsement

due to inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph 2.a. of this endorsement.

This exclusion does not apply to "bodily injury" occurring on any premises owned by or rented to you.

20000FS 2053106440



# FUNGI OR BACTERIA EXCLUSION

COMMERCIAL GENERAL LIABILITY  
CG 21 67 12 04

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2. Exclusions of Section I — Coverage A — Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

**B. The following exclusion is added to Paragraph 2. Exclusions of Section I — Coverage B — Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

**C. The following definition is added to the Definitions Section:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

20000FS 205310641



# CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

COMMERCIAL GENERAL LIABILITY  
CG 21 70 01 08

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

20000FS 205310642



# **EXCLUSION - DESCRIBED HAZARDS (CARNIVALS, CIRCUSES AND FAIRS)**

COMMERCIAL GENERAL LIABILITY

## **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

With respect to the operations of any carnival, circus, or fair, this insurance does not apply to:

1. "Bodily injury" or "property damage" arising out of any mechanically operated amusement device; or
2. "Bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

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# INDIANA CHANGES — PER PERSON LIMITS OF INSURANCE — GOVERNMENTAL SUBDIVISIONS

COMMERCIAL GENERAL LIABILITY  
CG 25 12 12 07

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Limit Of Insurance:	Per Limitation under \$ Indiana Code Section 34-13-3-4	Each Person
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph 5. of Section III — Limits Of Insurance is replaced by the following:

5. Subject to Paragraph 2. or 3. above, whichever applies:
  - a. The Each Occurrence Limit is the most we will pay for the sum of:
    - (1) Damages under Coverage A; and
    - (2) Medical expenses under Coverage Cbecause of all "bodily injury" and "property damage" arising out of any one "occurrence"; and

- b. Subject to the Each Occurrence Limit described in Paragraph a. above, the Each Person Limit shown in the Schedule is the most we will pay for the sum of all damages because of all "bodily injury" and "property damage" sustained by any one person as the result of any one "occurrence".

20000FS 2053106444



# CEMETERY PROFESSIONAL LIABILITY

## COMMERCIAL GENERAL LIABILITY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to paragraph 1. of COVERAGE A. (Section I).

"Bodily injury" (including mental anguish) or "property damage" arising out of the rendering or failure to render professional services in connection with your "cemetery operations" shall be deemed to be caused by an "occurrence."

For the purpose of determining the Limits of Insurance for coverage provided by this endorsement, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence."

2. The following exclusion is added to 2. Exclusions of COVERAGE A (Section I):

This insurance does not apply to "bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured, unless any such action is done in good faith at the request of a public official having apparent authority to require or permit such an action.

3. Exclusions j (2), (3), (4), (5) and (6), and exclusions k and l of COVERAGE A (Section I) shall not apply to "property damage" arising out of your "cemetery operations."
4. Exclusion g of COVERAGE A (Section I) shall not apply to "occurrences" arising out of "cemetery operations" which result solely in mental anguish.
5. The following definition is added to Section V - DEFINITIONS:

"cemetery operations" means activities involved with the burial of deceased human bodies or their cremated remains on your cemetery premises, including the excavation and preparation of graves, the handling of caskets and urns, their placement in vaults or like containers, and the sealing of vaults and the back-filling of graves.

20000FS 2053106445



# LIMITED EXTENSION OF COVERAGE FOR SEWAGE OVERFLOW OR BACKUP

COMMERCIAL GENERAL LIABILITY  
CG 79 54 10 09

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### A. The following is added to **SECTION I — COVERAGES:**

##### **SECTION I — COVERAGES**

##### **COVERAGE A: BODILY INJURY AND PROPERTY DAMAGE, 2. Exclusions (f) Pollution**

The following language is added at the end of **Exclusion (f):**

In addition, **Exclusion (f) Pollution** does not apply to sewage overflow or backup provided that all of the following apply:

- a. There was a construction, maintenance, operation or repair defect in the insured's "sewage disposal system;"
- b. The defect was the substantial proximate cause of the "sewage disposal event;"
- c. The overflow or backup is a "sewage disposal event," as defined in this Coverage Extension.

##### **Exclusions to this Coverage Extension:**

With respect to the coverage provided by this Coverage Extension, this insurance does not apply to the overflow or backup of sewage, the proximate cause of which is any of the following:

- a. An obstruction in a "service lead" that was not caused by the insured;
- b. Any connection from the affected real property to the "sewage disposal system" including but not limited to a sump system, backflow preventer, building drain, surface drain, gutter or downspout;

#### **DEFINITIONS**

Solely with respect to the coverage provided by this Coverage Extension:

1. **"Service lead"** means an instrumentality that connects an affected property, including a structure, fixture, or improvement on the affected property, to the **"sewage disposal system"** and that is neither owned nor maintained by the insured;
2. **"Sewage disposal system"** means all interceptor sewers, storm sewers, sanitary sewers, combined sanitary and storm sewers, sewage treatment plants and all other plants, works, instrumentalities and properties used or useful in connection with the collection, treatment and disposal of sewage and industrial wastes and includes a storm water drain system under the jurisdiction and control of a governmental agency.
3. **"Sewage disposal system event" or "event"** means the overflow or backup of a **"sewage disposal system"** onto real property.
4. **"Substantial proximate cause"** means a proximate cause that was 50% or more of the cause of the "event" and the "property damage" or "bodily injury."

All other terms, conditions and exclusions of the Commercial General Liability Policy apply to this Endorsement.

# ABUSE OR MOLESTATION LIABILITY COVERAGE EXCLUSION

COMMERCIAL GENERAL LIABILITY

CG 80 29 06 10

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. The following exclusion is added to COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY 2. Exclusions:**

"Bodily injury" or "property damage" arising from or related to:

- (1) Each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together, including physical or mental abuse arising from or related to such conduct; or
- (2) The insured's:
  - (a) Hiring;
  - (b) Training;
  - (c) Investigation;
  - (d) Supervision;
  - (e) Reporting to the proper authorities, or failure to so report; or
  - (f) Retention;of any "employee", volunteer, student-in-training or any other person or persons who commit or allegedly commit acts of physical or mental abuse of a sexual nature, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, and for whom the insured is or ever was legally responsible; or
- (3) The insured's:
  - (a) Design;
  - (b) Control;
  - (c) Maintenance;
  - (d) Supervision;
  - (e) Inspection; or
  - (f) Investigation of prospective tenantsof your premises, premises in your control or premises you have leased to another where such activities actually or allegedly resulted in any act of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

- (4) The insured's failure to provide professional services to or neglect of the therapeutic needs of a client, patient or other person arising from any physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

- (5) The insured's liability for physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, by any "employee", volunteer, student-in-training or any other person or persons acting within the scope of their employment, appointment or authorization by the insured;

**B. The following exclusion is added to COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY 2. Exclusions:**

"Personal and advertising injury" arising from or related to:

- (1) Each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together, including physical or mental abuse arising from or related to such conduct; or
- (2) The insured's:
  - (a) Hiring;
  - (b) Training;
  - (c) Investigation;
  - (d) Supervision;
  - (e) Reporting to the proper authorities, or failure to so report; or
  - (f) Retention;of any "employee", volunteer, student-in-training or any other person or persons who commit or allegedly commit acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, and for whom the insured is or ever was legally responsible; or

**(3) The insured's:**

- (a)** Design;
- (b)** Control;
- (c)** Maintenance;
- (d)** Supervision;
- (e)** Inspection; or
- (f)** Investigation of prospective tenants of your premises, premises in your control or premises you have leased to another where such activities actually or allegedly resulted in any act of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

**(4)** The insured's failure to provide professional services to or neglect of the therapeutic needs of a client, patient or other person arising from any physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

**(5)** The insured's liability for physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct by any "employee", volunteer, student-in-training or any other person or persons acting within the scope of their employment, appointment or authorization by the insured;

All other terms and conditions of the coverage form remain unchanged.

# EXCLUSION — FAILURE TO SUPPLY — UTILITIES

COMMERCIAL GENERAL LIABILITY  
CG 80 30 11 09

## **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury" or "property damage" arising out of the failure of any insured to adequately supply gas, oil, water, electricity or steam.

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**ELITEPAC**  
**General Liability Extension**  
**Emergency Services and Governmental**

COMMERCIAL GENERAL LIABILITY  
CG 70 51 09 12

**SUMMARY OF COVERAGES (including index)**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-11) for changes affecting your insurance protection.

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**ELITEPAC**  
**General Liability Extension**  
**Emergency Services and Governmental**

COMMERCIAL GENERAL LIABILITY  
CG 70 51 09 12

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The **SECTIONS** of the Commercial General Liability Coverage Part identified in this endorsement will be amended as shown below. However, when two or more Coverage Parts of this policy apply to a loss, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

**COVERAGES - Amendments**

**SECTION 1 - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**COVERAGE EXTENSIONS**

**Emergency Services Errors and Omissions**

Paragraph 1. Insuring Agreement under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended to include the following:

"Bodily Injury" or "property damage" arising out of "Wrongful Acts or Omissions of a Professional Nature" for which your Fire Company, Ambulance Squad and/or Rescue Squads are deemed to be legally liable.

This Extension of coverage also applies to each individual member of your Fire Company, Ambulance Squad and/or Rescue Squad, while acting within the scope of their official duties and authority.

**Property Damage - "Golfing Facilities"**

If you operate a "golfing facility", Paragraph 1. Insuring Agreement under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended to include the following:

"Property damage" to any property not owned by you, caused by golf balls originating from your premises, regardless of your legal liability for the damage. The most we will pay under this Extension is a sub-limit of \$2,500 per "occurrence". No deductible applies to loss under this extension.

**Medical Liability**

Paragraph 1. Insuring Agreement under **COVERAGE A - BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY** is amended to include the following:

"Bodily injury" arising out of the rendering of or the failure to render any of the following services performed by your Ambulance Squad, Rescue Squad or Fire Company will be deemed to be caused by an "occurrence":

- a. First Aid; or

- b. Other medical procedures; or

- c. "Good Samaritan services"

With respect to the coverage provided by this coverage Extension only, it is agreed that "insured" also means any member of "your" organization, while acting within the scope of their official duties.

**EXCLUSIONS**

**Expected or Intended Injury - Emergency Services**

Exclusion a. **Expected Or Intended Injury** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

**a. Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to:

- (1) "Bodily injury" resulting from the use of reasonable force to protect persons or property; and
- (2) "Bodily Injury" or "property damage" resulting from your efforts to protect persons or property and arising out of the operations of your fire department, first aid squad, ambulance squad or rescue squad.

**Temporary Liquor Liability**

The following is added to Exclusion c. **Liquor Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving, or furnishing of alcoholic beverages at any specific function or activity which is held for 10 consecutive days or less for which you:

1. Are not required by state or local law/regulation to secure or maintain an alcoholic beverage permit or license; or
2. Are required by state or local law/regulation to secure or maintain only a temporary (valid for 10 days or less) alcoholic beverage permit or license.

### **Employer's Liability Amendment**

(This provision does not apply in New York).

The following is added to Exclusion e. **Employer's Liability** under **Coverage A BODILY INJURY AND PROPERTY DAMAGE, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker" or "volunteer worker".

### **Pollution Exclusion Exceptions**

Exclusion f. **Pollution** under **Coverage A BODILY INJURY AND PROPERTY DAMAGE, 2. Exclusions** does not apply to the following:

- A. Claims or "suits" against the named insured, which allege actual or threatened "bodily injury" or "property damage", proximately caused by the named insured's usage, handling or storage of those chemicals intended to be and commonly used for the treatment of water or wastewater at or from any premises, site or location which is or was at any time, owned or occupied by, or rented or loaned to the named insured.
- B. Claims or "suits" against the named insured, which allege actual or threatened "bodily injury" or "property damage", and arise from the water utility operations conducted by the named insured, provided that:
  1. The actual or threatened "bodily injury" or "property damage" is proximately caused by the "potable water" that you supply to others for human consumption; and
  2. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" affecting the "potable water" must be accidental, unintended; and
  3. The insured must take reasonable steps to address the conditions described in 2., immediately above, as soon as reasonably possible.

All claims or suits that allege actual or threatened "bodily injury" or "property damage" covered by this provision B. shall be deemed:

1. To arise from a single "occurrence" regardless of the length of time over which the "pollutants" are released; and
2. To have occurred at the date of the earliest "occurrence".

### **Amendment of Pollution Exclusion - Emergency and Training Operations**

The following is added to Exclusion f. **Pollution** under **Coverage A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion, and any endorsements attached to this policy amending this exclusion, does not apply to "emergency operations" or "training operations."

### **Non-Owned Aircraft, Auto or Watercraft**

The following is added to Exclusion g. **Aircraft, Auto Or Watercraft** under **Coverage A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) A watercraft, or personal watercraft, you do not own that is not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.
- (7) Any aircraft, not owned or operated by any insured, that is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.
- (8) Any claims arising from "customers autos" while on or next to those premises you own, rent or control that are used for any "garage operations".

### **Property of Others In Your Care and**

### **Commandeered Mobile Equipment**

- A. Subparagraph (4) of Exclusion j. **Damage To Property** under **Coverage A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:
  - (4) Personal property in the care custody or control of the insured. However, this exclusion does not apply to the following:
    - a. Personal property of others which is temporarily in your care custody or control as a result of your fire, ambulance or rescue squad "emergency operations". A deductible of \$250 per "occurrence" applies to all damages covered under this exclusion exception.
    - b. "Mobile equipment" borrowed or commandeered by the insured in connection with "emergency operations";

B. Subparagraph (3) of Exclusion j. **Damage To Property under Coverage A BODILY INJURY AND PROPERTY DAMAGE, 2. Exclusions** is deleted in its entirety and replaced by the following:

- (3) Property loaned to you. However, this exclusion does not apply to "mobile equipment" borrowed or commandeered by the "insured" in connection with "emergency operations";

#### **Injury to Firemen, Ambulance or Rescue Squad Workers**

The following Exclusion is added to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This insurance does not apply to "bodily injury" or "personal and advertising injury" to any firemen, ambulance or rescue squad workers, whether or not members of your organization, while in the course of their duties as such.

#### **Law Enforcement Activities - Exclusions**

As respects your police or law enforcement operations only, the following Exclusion is added to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This insurance does not apply to "bodily injury" or "property damage" arising out of any act or omission resulting from law enforcement activities of your police department or any of your other law enforcement agencies, including their agents or "employees".

#### **Damage To Premises Rented to You**

- A. The last paragraph of Paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

- B. Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. Above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event,

whether such damage results from fire, lightning or explosion or any combination of the three, is equal to the amount shown in the Declarations for the Each Occurrence Limit.

- C. Subparagraph a. of Definition 9. "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

### **SECTION I - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY EXCLUSIONS**

#### **Incidental Broadcasting and Publishing**

Exclusion j. **Insureds In Media And Internet Type Businesses** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety.

#### **Civil Rights**

The following exclusion is added to **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**:

This insurance does not apply to "personal and advertising injury" arising out of the violation of any municipal, state or federal Civil Rights law, regulation or ordinance, whether actual or alleged:

- (1) If caused, in whole or in part by, any dishonest, fraudulent, criminal or malicious act committed by or with the knowledge of an insured, or
- (2) If the insured has waived any immunity to which they would otherwise have been entitled under the law, however this exclusion does not apply if the company gave prior written approval of such waiver of immunity to any insured.

#### **Law Enforcement Activities - Exclusion**

The following exclusion is added to **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**:

This insurance does not apply to "personal and advertising injury" arising out of any act or omission resulting from law enforcement activities of your police department or any of your other law enforcement agencies, including their agents or "employees".

## SECTION I - COVERAGE C MEDICAL PAYMENTS

### EXCLUSIONS

#### Any Insured Amendment

Exclusion a. Any Insured under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

##### a. Any Insured

To any insured.

This exclusion does not apply to:

- (1) "Golfing facility" members who are not paid a fee, salary, or other compensation;
- (2) "Not-for-profit members"; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

#### Products Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

##### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

## COVERAGE D INJUNCTIVE RELIEF DEFENSE EXPENSE

(This provision does not apply in New York).

The following Coverage is added to **SECTION I - COVERAGES**:

## COVERAGE D INJUNCTIVE RELIEF DEFENSE EXPENSE

### 1. Insuring Agreement

We will pay those reasonable sums the insured incurs as "defense expense" to defend against an action for "injunctive relief" because of a "wrongful act" arising out of your "emergency operations" to which this insurance applies.

The most we will pay for "defense expense" under this coverage is \$25,000 and we will have no obligation to provide the defense for any action for "injunctive relief". No other obligation or liability to pay sums or perform acts or services is included in this coverage.

This insurance applies only if:

- a. The action seeking "injunctive relief" is brought in a legally authorized court or agency of the United States, any of its states or commonwealths, or any governmental subdivision of any of them; and
- b. The insured first notifies us as soon as practical after retaining counsel to respond to such action however not later than sixty days after the end of the policy period; and is reasonably expedient in requesting us to pay the "defense expense."

All actions based on or arising out of the same "wrongful act" or related "wrongful acts" shall be considered one action for "injunctive relief" regardless of the number of:

- a. Plaintiffs;
- b. Insureds;
- c. Demands asserted; or
- d. Injunctions, temporary restraining orders or prohibitive writs.

### 2. Exclusions

This insurance does not apply to:

- a. Any "wrongful act" which takes place prior to the inception date of this policy if the insured knew or reasonably should have foreseen that such "wrongful act" would give rise to a "claim."
- b. Any "wrongful act" which is insured by any other policy or policies except:
  - (1) A policy purchased to apply in excess of this policy; or
  - (2) That portion of monetary damages otherwise covered by this policy which exceeds the limits of liability of such other policy or policies.

## SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

### Expenses For Bail Bonds And Loss Of Earnings

- A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:
  - b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

## SECTION II - WHO IS AN INSURED - Amendments

### Functional Additional Insureds

**A. SECTION II - WHO IS AN INSURED** is amended to include as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your commission members;
5. Your agency members;
6. Your board members;
7. Your elective or appointed officers;
8. Your insurance managers;
9. Your "Not-for-profit" members;
10. For any insured that is a school, school system or school board any full time consultants acting as School Administrators and/or School Superintendents;

However each only with respect to their liability for your activities or activities they perform on your behalf.

**B. For any insured that is a school, school system or school board SECTION II - WHO IS AN INSURED** is further amended to include the following as additional insureds:

1. Any organization affiliated with and supporting the school such as Parent Teacher Associations, Alumni Associations or Booster Clubs; and
2. The officers and members of such organizations.

However, each only with respect to their liability for your authorized activities or activities they perform on behalf of and authorized by the school.

With respect to the insurance provided by this Paragraph B., the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this Paragraph B. is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

### Fellow Employee, Member or Volunteer Worker Liability

- A. Subparagraph 2.a.(1)(a) under SECTION II - WHO IS AN INSURED** does not apply to "bodily injury".
- B. Subparagraph 2.a.(2) under SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".

**C. The following is added to Paragraph 2. under SECTION II - WHO IS AN INSURED:**

- e. If the insured is a fire company, ambulance squad or rescue squad the insured organization and each "employee", member or "volunteer worker" of the insured organization while operating within the scope of his/her duties with respect to claims made or suits brought against them for injuries to members of other fire companies, ambulance squads or rescue squads.**

The exclusion for Injury to Firemen, Ambulance or Rescue Squad Worker added by this endorsement does not apply to this provision C.

### Incidental Medical Malpractice

Subparagraph 2.a.(1)(d) of **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This does not apply to the following:**

- (i) School nurses, school psychologists, physical therapists, hearing and speech therapists, athletic trainer, emergency medical technicians or paramedics.**
- (ii) Your emergency services medical director(s), however only with respect to their administrative duties as your medical directors. Your Medical Director is not an insured for providing or failing to provide any service as a physician, including, but not limited to, on-line medical direction or medical command via telecommunication to emergency personnel.**

However provisions (i) and (ii) above do not apply if the named insured is in the business or occupation of providing any such professional services.

### Newly Formed or Acquired Organizations

Subparagraph 3.a. under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.**

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section continue unchanged.)

**Blanket Additional Insureds - As Required By Contract**

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by:

1. Your ongoing operations, "your product", or premises owned or used by you; however this provision does not include any architects, engineers, or surveyors with respect to any injury or damage arising out of the rendering or failure to render any professional services by or for you, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. Your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft, rented or leased to you by such person or organization. A person or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such rented leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the rental agreement or equipment lease expires.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured and additional insured) or written permit issued prior to the "bodily injury" or "property damage".

**Broad Form Vendors Coverage**

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you have agreed in a written contract or written agreement to add as an additional insured on your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of that person's or organization's business, however the insurance afforded that person or organization does not apply to:

- a. "Bodily injury" or "property damage" for which that person or organization is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that person or organization would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by that person or organization;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as that person or organization has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for that person or organization; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage Extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured and additional insured) prior to the "bodily injury" or "property damage".

### **"Golfing Facilities" - Golf or Tennis Pros**

The following is added to **SECTION II - WHO IS AN INSURED**:

If you operate a "golfing facility", any golf or tennis pros. Golf or tennis pros means any person, other than your "employees", whose primary responsibilities include golf or tennis instruction or operation of a golf or tennis pro shop, however only with respect to their liability for your activities, or activities they perform on your behalf, or their liability for the maintenance, use or operation of golf or tennis pro shop premises you rent or lease to them.

### **Commandeered "Mobile Equipment" - Owner As An Additional Insured**

**SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the owner of commandeered "mobile equipment" while the equipment is in your temporary care, custody or control and is being used as part of an "emergency operation", however only as respects to their liability arising out of your use of the commandeered mobile equipment.

### **SECTION III - LIMITS OF INSURANCE**

(This provision is not applicable in New York).

#### **Aggregate Limits - COVERAGE D**

Paragraph 2. under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - c. Damages under Coverage B; and
  - d. Damages under Coverage D.

### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments**

#### **Knowledge Of Occurrence, Claim, Suit Or Loss**

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;

4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members; trustees, board members, commission members, agency members, or your administrator or insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

#### **Primary and Non-Contributory Provision**

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance shall be excess with respect to any person or organization included as an additional insured under this policy, any other insurance that person or organization has shall be primary with respect to this insurance, unless:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis; and
- (3) The written contract or written agreement has been executed (executed means signed by the insured and additional insured) or written permit issued prior to the "bodily injury" or "property damage".

#### **Unintentional Failure To Disclose Hazards**

The following is added to Paragraph 6. **Representations of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

#### **Waiver of Transfer of Rights of Recovery**

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If you are a "golfing facility", we will waive any right of recovery we may have against any of your members or their guests because of payments we make for "bodily injury" or "property damage" arising out of their actions at your premises to which this Coverage Part applies. However, this provision does not apply to "bodily injury" or "property damage" that is expected or intended by your member or their guest.

### **Liberalization**

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### **SECTION V - DEFINITIONS**

#### **Civil Rights**

The following is added to Definition 14, "Personal and Advertising Injury" under **SECTION V - DEFINITIONS**:

- (h) Violation of any municipal, state or federal Civil Rights law, regulation or ordinance, whether actual or alleged, by any fire company, rescue squad or ambulance squad; excluding any fines levied in connection with such violations.

#### **Customers Autos**

The following definition is added to **SECTION V - DEFINITIONS**:

"Customers autos" means an "auto" in your temporary possession for the purpose of receiving the services included in your "garage operations", however does not include an "auto" owned by, or rented or loaned to, any insured.

#### **Emergency Operations**

The following definition is added to **SECTION V - DEFINITIONS**:

"Emergency operations" means actions:

- (1) Which are urgent responses for protection of property, human life, health or safety; and
- (2) Which result from or arise from the performing or attempting to perform firefighting, rescue, emergency hazardous materials response, emergency medical services, and/or the stabilizing or securing of an emergency scene, including run off from the cleaning of equipment as a result of such operations; and
- (3) Which are sanctioned by the fire department, first-aid or rescue squad insured under this policy, or by the officers of such organization.

For the purpose of this definition, "property damage" arising out of "emergency operations" includes clean up of a pollutant.

#### **Employee Amendment**

Definition 5, "Employee" of **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

- 5. "Employee" includes a "leased worker" or a "temporary worker".

### **Garage Operations**

The following definition is added to **SECTION V - DEFINITIONS**:

"Garage operations" means the service, repair, parking or storage of "customers autos", including all operations necessary or incidental thereto. Parking or storage of "customers autos" is a "garage operation" only when the "customers autos" are parked by you and are in your care, custody or control.

#### **Good Samaritan Services**

The following definition is added to **SECTION V - DEFINITIONS**:

"Good Samaritan services" means medical services rendered at the scene of an emergency for which no remuneration is demanded or received.

#### **Injunctive Relief**

(This provision does not apply in New York).

The following definitions are added to **SECTION V - DEFINITIONS** and apply only to **COVERAGE D INJUNCTIVE RELIEF DEFENSE EXPENSE**:

"Claim" means written or oral notice from any party that it is their intention to hold the insured responsible for damages arising out of a "wrongful act" by the insured.

"Defense expense" means fees or expenses incurred by the insured for:

- a. Legal fees charged by the insured's attorney;
- b. Court costs;
- c. Expert witnesses; and
- d. The cost of court bonds, however we do not have to furnish these bonds.

"Defense expense" does not include:

- a. Any salaries, charges or fees for any insured, insured's employees or volunteers, or former employees or volunteers; or
- b. Any expenses other than a., b., c., and d. above.

"Injunctive relief" means equitable relief sought through the demand for the issuance of a permanent, preliminary or temporary injunction, restraining order, or similar prohibitive writ against, or order for specific performance by, an insured provided such action is filed during the policy period.

"Wrongful act" means an actual or alleged act, error or omission by or on behalf of you in the performance of your operations.

#### **Golfing Facility**

The following definition is added to **SECTION V - DEFINITIONS**:

"Golfing facility" or "golfing facilities" means a golf course, golf club, driving range, or miniature golf course.



### **Mental Anguish Amendment**

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

### **Not-for-profit Members**

The following definition is added to **SECTION V - DEFINITIONS**:

"Not-for-profit members" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

### **Potable Water**

The following definition is added to **SECTION V - DEFINITIONS**:

"Potable water" means water intended and provided for human consumption.

### **Training Operations**

The following definition is added to **SECTION V - DEFINITIONS**:

"Training operations" means activities used to prepare, train or instruct fire department, first aid squad or rescue squad members to respond to "Emergency operations" according to accepted and recognized emergency procedures, including applicable municipal, state and federal standards.

### **Wrongful Acts or Omissions of a Professional Nature**

The following definition is added to **SECTION V - DEFINITIONS**:

"Wrongful Acts or Omissions of a Professional Nature" means any actual or alleged errors or mistakes, or breach of duty (including misfeasance, malfeasance and nonfeasance) which arise out of normal activities and services of a Fire Company, Ambulance Squad and/or Rescue Squad.



# Exhibit B

SELECTIVE INSURANCE COMPANY OF AMERICA  
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

**COMMERCIAL POLICY COMMON DECLARATION**

<b>Named Insured and Address</b> CITY OF KOKOMO 100 S UNION ST CITY HALL BLDG KOKOMO, IN 46901-4608	<b>Policy Period</b> From: JANUARY 1, 2013 To: JANUARY 1, 2014  12:01 A.M. Standard Time At Location of Designated Premises.
<b>Named Insured is:</b> INDIVIDUAL	<b>Producer Number:</b> 00-13031-00000

**Producer:**

REGIONS INSURANCE INC  
INDIANA

**Schedule of Coverage**

COMMERCIAL PROPERTY COVERAGE  
 COMMERCIAL GENERAL LIABILITY COVERAGE  
 COMMERCIAL AUTOMOBILE COVERAGE  
 COMMERCIAL INLAND MARINE COVERAGE  
 COMMERCIAL UMBRELLA COVERAGE  
 ABUSE & MOLESTATION

PREMIUM INCLUDES                      TERRORISM COVERAGE    \$17,494.00

In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance indicated in the schedule above. Insurance is provided only for those coverages for which a specific limit is shown on the attached coverage declaration(s).

**PAYMENT METHOD**                      **Total Policy Premium**    \$518,448.00  
 DPP - 4                                      (This premium may be subject to adjustment.)

**Date Issued:**    JANUARY 25, 2013  
**Issuing Office:**    HEARTLAND REGION

**Authorized Representative** \_\_\_\_\_

200000FS 2053106341



## COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: JANUARY 1, 2013

Schedule Effective Date: JANUARY 1, 2013

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMON COVERAGE PART:

IL 70 25 1189 COMMERCIAL POLICY COMMON DECLARATION  
IL 70 36 0193 SCHEDULE OF LOCATIONS

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL PROPERTY COVERAGE PART:

CP 70 26 1011 COMMERCIAL PROP DEC  
CP 00 10 0607 BUILDING & PERSONAL PROPERTY COVERAGE FM.  
CP 00 30 0607 BUSINESS INCOME COVERAGE (W/EX EXP.)  
CP 00 90 0788 COMMERCIAL PROPERTY CONDITIONS  
CP 01 40 0706 EXCL OF LOSS DUE TO VIRUS OR BACTERIA  
CP 01 52 0796 INDIANA CHANGES-RIGHTS OF RECOVERY  
CP 10 30 0607 CAUSES OF LOSS-SPECIAL FORM  
CP 10 32 0808 WATER EXCLUSION ENDORSEMENT  
CP 14 50 1000 RADIO OR TELEVISION ANTENNAS  
CP 15 32 0607 CIVIL AUTHORITY CHANGE(S)  
CP 75 08 0310 ELITEPAC-EMERGENCY SVCS & GOVERNMENTAL  
CP 75 51 0511 SYSTEMS POWER PAC  
CP 75 92 0406 SYS POWER PAC EMERGENCY SERVICES  
CP 76 11 1011 GREENPAC ENHANCEMENT ENDORSEMENT  
CP 76 13 0410 CRISIS RESPONSE COVERAGE  
CP 76 23 1011 COMMERCIAL PROP MORTGAGE HOLDERS SCHED  
CP 79 00 0894 MANUSCRIPT ENDORSEMENT 1  
CP 80 05 0797 PROVISIONAL RATE ENDORSEMENT  
CP 80 11 0406 SYSTEMS POWER PAC MULTIPLE DED. FORM  
IL 00 03 0908 CALCULATION OF PREMIUM  
IL 00 17 1198 COMMON POLICY CONDITIONS  
IL 01 56 0907 INDIANA CHANGES-CONCEALMENT, MISREPRESENT  
IL 01 92 0702 INDIANA CHANGES-POLLUTION  
IL 02 72 0907 INDIANA CHANGES-CANC AND NONRENEWAL  
IL 04 15A 0498 PROTECTIVE SAFEGUARDS  
IL 09 52 0308 CAP ON LOSS FROM CERT ACTS OF TERRORISM  
IL 89 53 1198 EXCL OF CERTAIN COMPUTER-RELATED LOSSES  
IL 89 56 0899 ASBESTOS EXCLUSION

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL GENERAL LIABILITY COVERAGE PART:

CG 70 35 0690 COMMERCIAL LIABILITY COVG DECLARATION  
CG 00 01 1207 CGL COV FORM (OCCURRENCE)  
CG 03 00 0196 DEDUCTIBLE LIABILITY INSURANCE  
CG 04 35 1207 EMPLOYEE BENEFITS LIAB COVERAGE  
CG 21 00 0798 EXCL-ALL HAZDS IN CONNEX W/DES PREM  
CG 21 01 1185 EXCL-ATHLETIC OR SPORTS PARTICIPANT  
CG 21 35 1001 EXCL-COV C-MEDICAL PAYMENTS  
CG 21 47 1207 EMPLOYMENT-RELATED PRACTICES EXCL  
CG 21 62 0998 EXCL-Y2K COMPUTER-RELATED W/EX PREMISES  
CG 21 67 1204 FUNGI OR BACTERIA EXCLUSION  
CG 21 70 0108 CAP ON LOSSES FROM CERT ACTS OF TERROR  
CG 22 58 1185 EXCL-DESCR HAZ (CARNIVAL, CIRCUS, FA)  
CG 25 03A 0397 DESIGNATED CONST. PROJECT(S) AGG LIMIT  
CG 25 04A 0397 DESIGNATED LOCATION(S) GENERAL AGG LIMIT  
CG 25 12 1207 INDIANA CHANGES-GOV SUBDIVISIONS  
CG 70 22 0591 CEMETERY PROFESSIONAL LIABILITY  
CG 70 51 0912 ELITEPAC GENERAL LIAB EXT. VESP. BOE MUNI  
CG 79 54 1009 LIMITED EXT. OF COV FOR SEWAGE BACKUP  
CG 80 29 0610 ABUSE OR MOLESTATION LIAB COV EXCL

**NOTICE TO POLICYHOLDER:** All the forms and endorsements contained in this policy as of the "Schedule Effective Date" are listed above. Forms and endorsements added to the policy after this date will appear on a "Policy Changes" endorsement. Please read your policy and all "Policy Changes" carefully.

**NOTE:** All applicable "IL" endorsements will be attached in the Common Section of the policy.

## COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: JANUARY 1, 2013

Schedule Effective Date: JANUARY 1, 2013

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE  
COMMERCIAL GENERAL LIABILITY COVERAGE PART:

CG 80 30	1109	EXCLUSION-FAILURE TO SUPPLY-UTILITIES
IL 00 03	0908	CALCULATION OF PREMIUM
IL 00 17	1198	COMMON POLICY CONDITIONS
IL 00 21	0908	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 01 17	1210	INDIANA CHANGES-WORKERS COMP EXCLUSION
IL 01 58	0908	INDIANA CHANGES
IL 02 72	0907	INDIANA CHANGES-CANC AND NONRENEWAL
IL 89 48	0100	EXCLUSION - LEAD HAZARD
IL 89 56	0899	ASBESTOS EXCLUSION

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE  
BUSINESS AUTOMOBILE COVERAGE PART:

CA 70 57	0292	BUSINESS AUTO COVERAGE DECLARATION
CA 70 58	0292	BUSINESS AUTO COVERAGE DECLARATION PAGE2
CA 00 01	0306	BUSINESS AUTO POLICY
CA 00 29	1288	CHANGES IN BAP AND TRUCKERS COVG FORM
CA 01 19	0709	INDIANA CHANGES
CA 03 02	0306	DEDUCTIBLE LIABILITY COVERAGE
CA 20 15	1001	MOBILE EQUIPMENT
CA 20 18	1293	PROFESSIONAL SERVICES NOT COVERED
CA 20 54	1001	EMPLOYEE HIRED AUTOS
CA 20 71B	1001	AUTO LOAN/LEASE GAP COVERAGE
CA 21 44	1211	INDIANA UNINSURED MOTORISTS COVERAGE
CA 24 02	1293	PUBLIC TRANSPORTATION AUTOS
CA 31 16	1211	INDIANA UNDERINSURED MOTORISTS COVERAGE
CA 70 38	0790	PHYSICAL DAMAGE COVERAGE
CA 70 72	0411	ELITEPAC CA EXT EMERG SERV & GOV
CA 77 33	0197	CHANGES - EXCLUSION OF NAMED DRIVER
CA 77 74	0706	LIMITED MOBILE EQUIPMENT COVERAGE
CA 80 23	0610	ABUSE OR MOLESTATION LIAB COV EXCL
CA 99 03	0306	AUTO MEDICAL PAYMENTS COVERAGE
CA 99 17	0306	INDIVIDUAL NAMED INSURED
CA 99 37	0306	GARAGEKEEPERS COVERAGE
FORM 2068	0102	SRM COMM AUTO COMPOSITE RATING WKSHEET
IL 00 03	0908	CALCULATION OF PREMIUM
IL 00 17	1198	COMMON POLICY CONDITIONS
IL 00 21	0908	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 01 17	1210	INDIANA CHANGES-WORKERS COMP EXCLUSION
IL 01 56	0907	INDIANA CHANGES-CONCEALMENT, MISREPRESENT
IL 01 58	0908	INDIANA CHANGES
IL 02 72	0907	INDIANA CHANGES-CANC AND NONRENEWAL
IL 89 56	0899	ASBESTOS EXCLUSION

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE  
COMMERCIAL INLAND MARINE COVERAGE PART:

CM 70 71	0794	COMMERCIAL INLAND MARINE DECLARATIONS
CM 70 98A	0792	MISCELLANEOUS PROPERTY COVERAGE
CM 71 27A	0792	V.E.S.P. EQUIPMENT COVERAGE
CM 71 30A	0892	FINE ARTS DECLARATIONS
CM 71 37A	0694	PROPERTY RADIO COVERAGE
CM 71 38A	0694	PROPERTY EQUIPMENT COVERAGE
IM 78 05	0707	SCHEDULE OF COVERAGES - DIC
CL 01 00	0399	COMMON POLICY CONDITIONS
CL 01 88	0399	AMENDATORY ENDORSEMENT-IN
CL 06 00	0108	CERTIFIED TERRORISM LOSS

**NOTICE TO POLICYHOLDER:** All the forms and endorsements contained in this policy as of the "Schedule Effective Date" are listed above. Forms and endorsements added to the policy after this date will appear on a "Policy Changes" endorsement. Please read your policy and all "Policy Changes" carefully.

**NOTE:** All applicable "IL" endorsements will be attached in the Common Section of the policy.

## COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: JANUARY 1, 2013

Schedule Effective Date: JANUARY 1, 2013

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE  
COMMERCIAL INLAND MARINE COVERAGE PART:

CL 07 00	1006	VIRUS OR BACTERIA EXCLUSION
CM 00 01	0695	COMMERCIAL INLAND MARINE CONDITIONS
CM 70 99	1191	MISCELLANEOUS PROPERTY COVERAGE
CM 71 28	0101	EMERGENCY SERVICES PORTABLE EQUIPMENT
CM 71 31	0892	COMMERCIAL FINE ARTS COVERAGE FORM
CM 72 00	0112	LIBERALIZATION
IL 00 03	0908	CALCULATION OF PREMIUM
IL 00 17	1198	COMMON POLICY CONDITIONS
IL 01 56	0907	INDIANA CHANGES-CONCEALMENT, MISREPRESENT
IL 01 86	0796	INDIANA CHANGES-RIGHTS OF RECOVERY
IL 02 72	0907	INDIANA CHANGES-CANC AND NONRENEWAL
IL 09 52	0308	CAP ON LOSS FROM CERT ACTS OF TERRORISM
IL 89 53	1198	EXCL OF CERTAIN COMPUTER-RELATED LOSSES
IM 20 29	0404	AMENDATORY ENDORSEMENT-IN
IM 50 02	0907	SCHEDULE OF EXCL PERILS BY LOC-DIC
IM 78 00	0407	DIC-PROPERTY COVERAGE PART
IM 78 10	0707	DIC-INCOME COVERAGE PART

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE  
COMMERCIAL UMBRELLA COVERAGE PART:

CX 00 03A	0199	COMMERCIAL EXCESS/UMBRELLA DEC
CXL 4	0403	COMMERCIAL UMBRELLA LIAB COVG
CXL 17	1099	ASBESTOS EXCLUSION
CXL 31	0403	DESIGNATED PREMISES EXCLUSION
CXL 32	0403	DESIGNATED PROF SERVICES EXCL
CXL 119	0403	WATERCRAFT LIABILITY LIMITATION
CXL 125	0199	CEMETARY LIABILITY LIMITATION
CXL 132	0403	PERSONAL & ADVERTISING INJURY LIAB
CXL 211	0403	EMPLOYEE BENEFITS LIABILITY LIMITATION
CXL 318	0403	EXCLUSION - LEAD HAZARD
CXL 326	0403	INDIANA CHANGES-CANC AND NONRENEWAL
CXL 338A	0804	SCHEDULED POLICY FOLLOWING FORM-LIAB COV
CXL 358	0403	EXCL Y2K COMPUTER-RELATED W/EX BI/PREMIS
CXL 383	0702	FUNGI OR BACTERIA EXCLUSION
CXL 388	1207	CAP ON LOSSES FROM CERT ACTS OF TERR
CXL 400	0403	NUCLEAR ENERGY LIABILITY EXCLUSION END
CXL 413	0305	EXCLUSION-VIOLATION OF STATUTES
IL 00 17	1198	COMMON POLICY CONDITIONS

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE  
ABUSE AND MOLESTATION COVERAGE PART:

AM 00 07	0610	ABUSE OR MOLESTATION OCCUR LIAB COV DEC
AM 00 01	0610	ABUSE OR MOLESTATION LIAB COV PART
AM 00 02	0610	INNOCENT EMPLOYEE VOLUNTEER
AM 00 15	0610	IN CHANGES CANCE & NONRENEWAL
AM 00 31	0610	CAP ON LOSSES FROM CERT ACTS OF TRSM
IL 00 17	1198	COMMON POLICY CONDITIONS

**NOTICE TO POLICYHOLDER:** All the forms and endorsements contained in this policy as of the "Schedule Effective Date" are listed above. Forms and endorsements added to the policy after this date will appear on a "Policy Changes" endorsement. Please read your policy and all "Policy Changes" carefully.

**NOTE:** All applicable "IL" endorsements will be attached in the Common Section of the policy.

# CALCULATION OF PREMIUM

IL 00 03 09 08

## **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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# COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

## A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

## B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

## C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

## D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

## E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

## F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

## (Broad Form)

IL 00 21 09 08

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

# INDIANA CHANGES — WORKERS' COMPENSATION EXCLUSION

IL 01 17 12 10

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM LIABILITY COVERAGE FORM  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

- A. For insurance provided under the:
- Commercial General Liability Coverage Part
  - Commercial Liability Umbrella Coverage Part
  - Employment-Related Practices Liability Coverage Part
  - Liquor Liability Coverage Part
  - Medical Professional Liability Coverage Part
  - Owners And Contractors Protective Liability Coverage Part
  - Pollution Liability Coverage Part
  - Products/Completed Operations Liability Coverage Part
  - Railroad Protective Liability Coverage Part
  - Underground Storage Tank Policy
- The following is added to the **Workers' Compensation And Similar Laws** Exclusion:
- This exclusion also applies to any obligation of the insured under the Indiana Workers' Compensation statutes arising out of the failure of the insured to exact from a contractor (or subcontractor if the insured is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.

- B. For insurance provided under the Commercial Automobile Coverage Part, the following is added to the **Workers' Compensation** Exclusion:
- This exclusion also applies to any obligation of the "insured" under the Indiana Workers' Compensation statutes arising out of the failure of the "insured" to exact from a contractor (or subcontractor if the "insured" is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.
- C. For insurance provided under the Farm Liability Coverage Form and Farm Umbrella Liability Policy, the following is added to the **Workers' Compensation Or Similar Law** Exclusion:
- This exclusion also applies to any obligation of the "insured" under the Indiana Workers' Compensation statutes arising out of the failure of the "insured" to exact from a contractor (or subcontractor if the "insured" is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.

**INDIANA CHANGES — CONCEALMENT,  
MISREPRESENTATION OR FRAUD**

IL 01 56 09 07

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

**CONCEALMENT, MISREPRESENTATION OR FRAUD**

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact or
  2. Fraud
- committed by an insured at any time and relating to a claim under this policy.

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# INDIANA CHANGES

IL 01 58 09 08

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY — LEGAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY — MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM\*  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

\* Under the **Mortgageholders Errors And Omissions Coverage Form**, the following condition applies only to Coverage C and Coverage D.

The following condition is added:

Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.

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# INDIANA CHANGES — CANCELLATION AND NONRENEWAL

IL 02 72 09 07

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

### 2. Cancellation Of Policies In Effect

#### a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

#### b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

- (3) 45 days before the effective date of cancellation if:

- (a) There has been a substantial change in the scale of risk covered by this policy;
- (b) Reinsurance of the risk associated with this policy has been cancelled; or
- (c) You have failed to comply with reasonable safety recommendations.

- B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary:

### NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days before:
  - a. The expiration date of this policy, if the policy is written for a term of one year or less; or
  - b. The anniversary date of this policy, if the policy is written for a term of more than one year.
2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

## EXCLUSION — LEAD HAZARD

**THIS EXCLUSION CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
GARAGE COVERAGE PART  
GARAGE POLICY (VIRGINIA ONLY)  
OWNERS and CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE and HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT  
OF TRANSPORTATION

This insurance does not apply to:

- a. "Bodily injury" arising out of the ingestion, inhalation or absorption of lead in any form;
- b. "Property damage" or "personal and advertising injury" arising from the presence of lead in any form; or
- c. Any loss, cost or expense arising out of any orders by, or on behalf of, any governmental authority to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize lead in any form;

at or from any premises, sites or locations which are, or were at any time, owned by, rented to, loaned to, or used by any insured, or arising from operations by any insured.

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# ASBESTOS EXCLUSION

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
BUSINESSOWNERS COVERAGE PART  
CAUSES OF LOSS — BASIC FORM  
CAUSES OF LOSS — BROAD FORM  
CAUSES OF LOSS — SPECIAL FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
GARAGE COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCT/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
TRUCKERS COVERAGE PART

1. It is agreed that this insurance does not apply to any loss or damage relating to the actual, alleged, or threatened presence of, or exposure to, "asbestos," including inhalation, ingestion, irritation, absorption or other similar physical exposure to "asbestos." Such presence of, or exposure to, "asbestos" includes, but is not limited to:
  - a. structures or manufacturing processes containing "asbestos";
  - b. the disposal of "asbestos" or goods, products or materials containing "asbestos";
  - c. the storing or presence of "asbestos" or goods, products or materials containing "asbestos"; or
  - d. the removal of "asbestos" from any goods, products, materials, structures or manufacturing processes,whether or not such "asbestos" is airborne.
2. We shall have no obligation under this coverage part:
  - a. to investigate, settle or defend any claim or "suit" against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the presence of, or exposure to, "asbestos"; or
  - b. to pay any damages, judgments, settlements, losses, costs or expenses of any kind or nature that may be awarded or incurred by reason of any such claim or suit or any such actual or threatened injury or damage from "asbestos"; or
  - c. for any losses, costs or expenses arising out of any obligation, order, direction or request of or upon any insured or others, including, but not limited to, any governmental obligation, order, direction or request, to test for, monitor, clean up, remove, contain, treat, neutralize, in any way respond to, or assess the effects of "asbestos."
3. "Asbestos" includes asbestos, asbestos fibers, asbestos materials, and asbestos products, or any goods or products containing asbestos or asbestos fibers, materials, or products.



Previous Policy Number  
NEW

Policy Number  
S 2053106

## BUSINESS AUTOMOBILE COVERAGE DECLARATION

Policy Effective Date: JANUARY 1, 2013

Coverage Effective Date: JANUARY 1, 2013

Business of Named Insured: MUNICIPALITY - CITY

Item Two - SCHEDULE OF COVERAGES AND COVERED AUTOS. This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

### Coverage Schedule

Coverages	Covered Autos Symbols	Limit The Most We Will Pay for Any One Accident or Loss	Premium
Liability	1	\$1,000,000 CSL	\$145,398.00
Personal Injury Protection (or First Party Benefits)		Separately stated in each P.I.P. Endorsement	
Added Personal Injury Protection (or Added First Party Benefits)		Separately stated in each P.I.P. Added Endorsement	
Auto Medical Payments	2	\$5,000	\$6,497.00
Uninsured Motorists	2	\$1,000,000 CSL	\$5,086.00
Underinsured Motorists	2	\$1,000,000 CSL	\$12,034.00
Physical Damage Comprehensive Coverage	7,8	Actual Cash Value or Cost of Repair, whichever is less minus any applicable deductible shown on the Auto Schedule for Each Covered Auto for all Loss except Fire or Lightning.	\$11,335.00
Physical Damage Specified Causes of Loss Coverage		Actual Cash Value or Cost of Repair, whichever is less minus \$25 deductible for Each Covered Auto for Loss caused by Mischief or Vandalism.	
Physical Damage Collision Coverage	7,8	Actual Cash Value or Cost of Repair, whichever is less minus the applicable deductible shown on the Auto Schedule for Each Covered Auto.	\$36,769.00
Physical Damage Towing and Labor Coverage		for Each Disablement of a Private Passenger Auto.	
Hired Auto and Non-Owned Auto Coverage			\$25.00
Premium for Endorsement			\$2,228.00

### Auto Schedule

No.	Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use/Class/Radius Code	List Symbol	Purchased by Insured Year N/U	Cost
IN 1	PPT-	04	COMPOSITE	XXXXXXXXXXXXFLEET		739800			\$22,328
IN 2	HTRK	02	COMPOSITE	XXXXXXXXXXXXFLEET	H	S/314990/L			\$88,536
IN 3	HTRK	07	COMPOSITE	XXXXXXXXXXXXFLEET	H	S/314530/L			\$234,324
IN 4	LTRK	03	COMPOSITE	XXXXXXXXXXXXFLEET	L	S/014990/L			\$20,967
IN 5	LDMP	96	COMPOSITE	XXXXXXXXXXXXFLEET	L	S/014790/L			\$22,000
IN 6	MTRK	04	COMPOSITE	XXXXXXXXXXXXFLEET	M	S/214990/L			\$56,873
IN 7	HDPH	02	COMPOSITE	XXXXXXXXXXXXFLEET	H	S/314790/L			\$53,075

CONTINUED ON SCHEDULE CA-7059

No.	Terr.	Liability Insurance Premium	P.I.P. or F.P.B.	Add. P.I.P. or F.P.B.	Med. Paymts. Prem.	Um & Um Motorists Premium	Physical Damage Insurance				Towing Prem.
							Comprehensive	Specified Causes of Loss	Collision		
							Ded.	Prem.	Ded.	Prem.	
IN 1	134	29,127			22	110	1,000	2,409	1,000	8,249	
IN 2	134	10,362			506	880	1,000	726	1,000	2,486	
IN 3	134	3,468			138	240	1,000	570	1,000	2,946	
IN 4	134	36,223			47	560	1,000	2,848	1,000	5,696	
IN 5	134	326			23	40	1,000	26	1,000	64	
IN 6	134	3,416			184	320	1,000	272	1,000	880	
IN 7	134	9,240			552	960	1,000	456	1,000	1,824	

Totals \$

Item Three - Schedule of Covered Autos You Own (see Auto Schedule) - Loss Payees Subject to Loss Payable Clause:  
Vehicle No. Name and Address of Loss Payee

Forms and Endorsements:

Refer to "Commercial Policy Forms and Endorsement Schedule"

Total Premium

\$227,050.00

(This premium may be subject to adjustment.)

Coverage Effective Date

Policy Number

**BUSINESS AUTOMOBILE SCHEDULE****Auto Schedule**

No.	Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use/Class/Radius Code	List Symbol	Purchased by Insured Year N/U	Cost
IN 8	MEQP	04	COMPOSITE	XXXXXXXXXXXXFLEET	HTT	799600			\$82,595
IN 9	XTRK	95	COMPOSITE	XXXXXXXXXXXXFLEET	HTT	404990/L			\$68,074
IN 10	MTCL	01	COMPOSITE	XXXXXXXXXXXXFLEET		794200			\$17,300
IN 11	MDMP	07	COMPOSITE	XXXXXXXXXXXXFLEET	M	S/214790/L			\$35,892
IN 12	AMBU	03	COMPOSITE	XXXXXXXXXXXXFLEET	H	791900			\$82,457
IN 13	FTRK	01	COMPOSITE	XXXXXXXXXXXXFLEET	HTT	790900			\$268,683
IN 14	BUS2	07	COMPOSITE	XXXXXXXXXXXXFLEET		588200/L			\$41,092
IN 15	BUS3	10	COMPOSITE	XXXXXXXXXXXXFLEET		588300/L			\$146,700
IN 16	LPPT	07	COMPOSITE	XXXXXXXXXXXXFLEET		791100			\$22,713
IN 17	TLRC	99	COMPOSITE	XXXXXXXXXXXXFLEET		684990/L			\$15,789
IN 18	TLRC	93	COMPOSITE	XXXXXXXXXXXXFLEET		684990/L			
IN 19	LOTH	88	COMPOSITE	XXXXXXXXXXXXFLEET	L	791200			\$12,500
IN 20	FPPT	96	COMPOSITE	XXXXXXXXXXXXFLEET		790800			\$41,333
IN 21	BUS3	12	COMPOSITE	XXXXXXXXXXXXFLEET		588100/L			\$49,200

No.	Terr.	Liability Insurance Premium	P.I.P.or F.P.B.	Add. P.I.P. or F.P.B.	Med. Paymts. Prem.	Un & Uim Motorists Premium	Physical Damage Insurance					Towing Prem.
							Comprehensive		Specified Causes of Loss	Collision		
							Ded.	Prem.		Ded.	Prem.	
IN 8	134	2,178			138	240	1,000	252		1,000	798	
IN 9	134	1,884			46	80	1,000	94		1,000	324	
IN 10	134	1,695				700				1,000	430	
IN 11	134	346			23	40	1,000	25		1,000	71	
IN 12	134	1,272			46	80	1,000	48		1,000	202	
IN 13	134	4,578			322	560	1,000	574		1,000	2,338	
IN 14	134	15,366			572	40	1,000	1,118		1,000	3,458	
IN 15	134	3,105			117	120	1,000	228		1,000	1,029	
IN 16	134	17,442			532	660	1,000	1,178		1,000	4,674	
IN 17	134	440			22		1,000	165		1,000	319	
IN 18	134	320			16							
IN 19	134	2,036			92	160	1,000	124		1,000	180	
IN 20	134	861			42	210	1,000	57		1,000	189	
IN 21	134	1,554			57	120	1,000	165		1,000	612	

<b>Totals \$</b>	<b>145,239</b>	<b>6,497</b>	<b>17,120</b>	<b>11,335</b>	<b>36,769</b>
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20000FS 2053106463



Previous Policy Number  
NEW

Policy Number  
S 2053106

# **BUSINESS AUTOMOBILE COVERAGE DECLARATION (Continued)**

Policy Effective Date: JANUARY 1, 2013

Coverage Effective Date: JANUARY 1, 2013

## **Item Four - Schedules of Hired or Borrowed Covered Auto Coverage and Premiums. Liability Insurance - Rating Basis, Cost of Hire**

State	Estimated Cost of Hire for Each State	Rate per Each \$100 Cost of Hire	Minimum Premium	Premium
INDIANA	IF ANY	.656	\$51.00	\$51.00

Total Premium \$51.00

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners, employees, or their family members). Cost of hire does not include charges for service performed by motor carriers of property or passengers.

## **Physical Damage Coverage**

Coverages	Limit of Insurance	Estimated Annual Cost of Hire	Rate per Each \$100 Annual Cost of Hire	Premium
Comprehensive	Actual Cash Value, Cost of Repairs or 50,000 Whichever is Less Minus 100 Ded. for Each Covered Auto For all Loss Except Fire or Lightning	IF ANY	.410	
Specified Causes of Loss	Actual Cash Value, Cost of Repairs or Whichever is Less Minus \$ 25 Ded. for Each Covered Auto, for Loss Caused by Mischief or Vandalism			
Collision	Actual Cash Value, Cost of Repairs or 50,000 Whichever is Less Minus 1,000 Ded. for Each Covered Auto	IF ANY	.570	
Total Premium				\$25.00

PHYSICAL DAMAGE INSURANCE applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered "auto" you hire or borrow is deemed to be a covered "auto" you own.

## **Item Five - Schedule for Non-Ownership Liability**

Named Insured's Business	Rating Basis	Number	Premium
Other than a Social Service Agency	Number of Employees	0 - 25	\$108.00
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		
Total Premium			\$108.00

## **Item Six - Schedule for Gross Receipts or Mileage Basis - Liability Insurance - Public Auto or Leasing Rental Concerns -**

Estimated Yearly	Rates		Premiums	
	Liability Insurance	Auto Medical Payments	Liability Insurance	Auto Medical Payments
Total Premiums				

# DEDUCTIBLE LIABILITY COVERAGE

POLICY NUMBER: S 2053106

COMMERCIAL AUTO  
CA 03 02 03 06

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

Countersignature Of Authorized Representative

Name:

Title:

Signature:

Date:

### SCHEDULE

Liability Deductible: \$1,000 Per "Accident"

"Property Damage" Deductible: Per "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Liability Coverage is changed as follows:

#### A. Liability Coverage Deductible

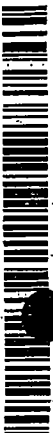
The damages caused in any one "accident" that would otherwise be payable under Liability Coverage will be reduced by the Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

#### B. Property Damage Liability Coverage Deductible

The damages that would otherwise be payable under Liability Coverage for "property damage" caused in any one "accident" will be reduced by the "Property Damage" Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

#### C. Our Right To Reimbursement

To settle any claim or "suit" we will pay all or any part of any deductible shown in the Schedule. You must reimburse us for the deductible or the part of the deductible we paid.



# MOBILE EQUIPMENT

POLICY NUMBER: S 2053106

COMMERCIAL AUTO  
CA 20 15 10 01

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	

(Authorized Representative)

### SCHEDULE

Coverages	Covered "Auto" Vehicle No.	Limit of Insurance	Premium
Liability	8	\$1,000,000 Each "Accident"	\$2,178.00
Auto Medical Payments	8	\$5,000 Each Person	\$138.00
Personal Injury Protection or Equivalent No-Fault Coverage		Separately Stated in Each P.I.P. Endorsement	
Uninsured Motorists	8	\$1,000,000 Each "Accident"	\$60.00
Underinsured Motorists (Indicate Only When Coverage Is Not Included in Uninsured Motorists Coverage)	8	\$1,000,000 Each "Accident"	\$180.00
Comprehensive	8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$1000 DED. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING	\$252.00
Collision	8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$1000 DED. FOR EACH COVERED AUTO	\$798.00
Specified Causes of Loss		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS FULL DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MICHIEF OR VANDALISM.	

Vehicle No.	Description Of "Vehicles" That Are Covered "Autos".
8	04 MEQP COMPOSITEN

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".
- B. The vehicles described in the Schedule will be considered covered "autos" and not "mobile equipment".
- C. Liability Coverage does not apply to "bodily injury" or "property damage" resulting from the operation of any machinery that is on, attached to or part of any of these vehicles.

# INDIANA UNINSURED MOTORISTS COVERAGE

POLICY NUMBER: S 2053106

COMMERCIAL AUTO  
CA 21 44 12 11

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Indiana, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

### SCHEDULE

"Bodily Injury":

Each "Accident"

"Bodily Injury" And "Property Damage": \$1,000,000

Each "Accident"

**SECTION C — EXCLUSIONS** applies in its entirety unless an "X" is entered below:

☒ If an "X" is entered in this box, Exclusion (8.) does not apply.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damage must result from:

- a. "Bodily injury" sustained by the "insured" and caused by an "accident" with an "uninsured motor vehicle"; or
- b. "Property damage" caused by an "accident" with an "uninsured motor vehicle" if the Schedule or Declarations indicates that both "bodily injury" and "property damage" Uninsured Motorists Insurance apply.

The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- c. The Named Insured for "property damage" only.

### C. Exclusions

This insurance does not apply to:

- 1. Any claim settled without our consent.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. The direct or indirect benefit of any insurer of property.
- 4. "Bodily injury" if sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" under this coverage form; or
  - b. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured on a primary basis under any other coverage form or policy.
- 5. "Property damage" to an "auto" or to property contained in an "auto" owned by the Named Insured which is not a covered "auto".
- 6. Any "insured" using a vehicle without a reasonable belief that the "insured" is entitled to do so.
- 7. "Property damage" for which the "insured" has been or is entitled to be compensated by other property or physical damage insurance.
- 8. The first \$300 of the amount of "property damage" to the property of each "insured" as the result of any one "accident". This exclusion does not apply if the Named Insured's covered "auto" is legally parked and unoccupied when involved in an "accident" with an "uninsured motor vehicle".
- 9. "Property damage" caused by a hit-and-run vehicle.
- 10. Punitive or exemplary damages.
- 11. "Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit shown in this endorsement.
- 2. The limit of insurance under this coverage shall be reduced by all sums paid or payable by or for anyone who is legally responsible, including all sums paid under this coverage form's Liability Coverage.
- 3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Liability Coverage Form or Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

- 4. We will not pay for a loss which is paid or payable under Physical Damage Coverage.
- 5. No "insured" shall recover duplicate payments for the same elements of loss or payments in excess of damages sustained.

### E. Changes In Conditions

The **Conditions** are changed for Uninsured Motorists Coverage as follows:

- 1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance — Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage, the following priorities of coverage apply:



<b>First Priority</b>	The Uninsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
<b>Second Priority</b>	Any other coverage form or policy affording Uninsured Motorists Coverage to the "insured".

- a. Where there is no applicable insurance available under the First Priority, the maximum recovery under all coverage forms or policies in the Second Priority shall not exceed the highest applicable limit of any one vehicle under any one coverage form or policy.
  - b. Where there is applicable insurance available under the First Priority:
    - (1) The limit of insurance under the vehicle the "insured" was "occupying" under the coverage form or policy in the First Priority shall first be exhausted; and
    - (2) The maximum recovery under all coverage forms or policies in the Second Priority shall not exceed the highest applicable limit for any one vehicle under any one coverage form or policy.
  - c. We will pay only our share of the "loss". Our share is the proportion that our limit of liability bears to the total of all limits applicable to the same level of priority.
2. The **Legal Action Against Us** provision is replaced by the following:
- a. No one may bring a legal action against us under this coverage form until there has been full compliance with all the terms of this coverage form.
  - b. Any legal action against us under this coverage form must be brought within two years after the date of the "accident". However, this Paragraph 2.b. does not apply to an "insured" if, within two years after the date of the "accident", we and the "insured" agree to arbitration in accordance with this endorsement.
3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:
- a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

- b. If we make a payment because the insurer of the "uninsured motor vehicle" is or becomes insolvent, the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any rights of recovery against:

(1) The Indiana Guaranty Fund; or

(2) The "insured" of the insolvent insurer, except in amounts that exceed the limit of liability of the coverage form or policy that was issued by that insolvent insurer.

4. The following condition is added:

#### **Arbitration**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that is recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
  - (1) Whether the "insured" is legally entitled to recover damages; and
  - (2) The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Indiana. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

## **F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Property damage" means damage to a covered "auto" or to property owned by the Named Insured or, if the Named Insured is an individual, a "family member" while contained in a covered "auto". However, "property damage" does not include loss of use of damaged or destroyed property. This definition replaces the definition in the policy.
4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the financial responsibility law of Indiana; or
  - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
  - c. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. A hit-and-run vehicle is one that causes "bodily injury" to an "insured" by hitting the "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

# INDIANA UNDERINSURED MOTORISTS COVERAGE

POLICY NUMBER:

COMMERCIAL AUTO  
CA 31 16 12 11

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Indiana, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

**Named Insured:**

**Endorsement Effective Date:**

### SCHEDULE

**Limit Of Insurance:**

**Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damage must result from "bodily injury" sustained by the "insured" and caused by an "accident" with an "underinsured motor vehicle".

The owner's or driver's liability for this damage must result from the ownership, maintenance or use of the "underinsured motor vehicle".

2. We will pay under this coverage only if Paragraph a. or b. below applies:
  - a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
  - b. A tentative settlement has been made between an "insured" and the insurer of an "underinsured motor vehicle" which would exhaust the limits of liability under any applicable bond or policy, and we:
    - (1) Have been given prompt written notice of such tentative settlement; and
    - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after the receipt of notification.

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

### C. Exclusions

This insurance does not apply to:

1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
2. The direct or indirect benefit of any insurer of property.
3. "Bodily injury" if sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" under this coverage form; or
  - b. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured on a primary basis under any other coverage form or policy.
4. Any "insured" using a vehicle without a reasonable belief that the "insured" is entitled to do so.
5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit shown in this endorsement.
2. The limit of insurance under this coverage shall be reduced by all sums paid or payable by or for anyone who is legally responsible, including all sums paid under this coverage form's Liability Coverage.
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Liability Coverage Form or Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

4. No "insured" shall recover duplicate payments for the same elements of "loss" or payments in excess of damages sustained.

### E. Changes In Conditions

The **Conditions** are changed for Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance — Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage, the following priorities of coverage apply:

<b>First Priority</b>	The Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
<b>Second Priority</b>	Any other coverage form or policy affording Underinsured Motorists Coverage to the "insured".

- a. Where there is no applicable insurance available under the First Priority, the maximum recovery under all coverage forms or policies in the Second Priority shall not exceed the highest applicable limit of any one vehicle under any one coverage form or policy.
- b. Where there is applicable insurance available under the First Priority:
  - (1) The limit of insurance under the vehicle the "insured" was "occupying" under the coverage form or policy in the First Priority shall first be exhausted; and
  - (2) The maximum recovery under all coverage forms or policies in the Second Priority shall not exceed the highest applicable limit for any one vehicle under any one coverage form or policy.

- c. We will pay only our share of the "loss". Our share is the proportion that our limit of liability bears to the total of all limits applicable to the same level of priority.

2. The **Legal Action Against Us** provision is replaced by the following:

- a. No one may bring a legal action against us under this coverage form until there has been full compliance with all the terms of this coverage form.

- b. Any legal action against us under this coverage form must be brought within two years after the date of the "accident". However, this Paragraph 2.b. does not apply if, within two years after the date of the "accident":

- (1) We and the "insured" agree to arbitration in accordance with this endorsement; or

- (2) The "insured" has filed an action for "bodily injury" against the owner or operator of the "underinsured motor vehicle", and such action is:

- (a) Filed in a court of competent jurisdiction; and

- (b) Not barred by the applicable state statute of limitations.

In the event that the two-year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this coverage form.

3. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

- a. Promptly send us copies of the legal papers if a "suit" is brought.

- b. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

4. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

- a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

- b. Our rights do not apply under this provision if we:

- (1) Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of the "underinsured motor vehicle"; and

- (2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of such notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after notification:

- (a) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of this coverage; and

- (b) We also have the right to recover the advance payment from the insurer, or the owner or operator of the "underinsured motor vehicle".

- c. If we make a payment because the insurer of the "underinsured motor vehicle" is or becomes insolvent, the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any rights of recovery against:

- (1) The Indiana Guaranty Fund; or

- (2) The "insured" of the insolvent insurer, except in amounts that exceed the limit of liability of the coverage form or policy that was issued by that insolvent insurer.

5. The following condition is added:

**Arbitration.**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:

- (1) Whether the "insured" is legally entitled to recover damages; and
- (2) The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Indiana. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

3. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the financial responsibility law of Indiana, but their limits are either:

- a. Less than the limit of liability for this coverage; or
- b. Reduced by payments to others injured in the "accident" to an amount which is less than the limit of liability for this coverage.

However, "underinsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law.
- b. Owned by a governmental unit or agency.
- c. Designed for use mainly off public roads while not on public roads.

# EXCLUSION OF NAMED DRIVER

COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

It is agreed that the insurance afforded by the coverage form listed above shall not apply to the driver(s) listed below with respect to any claim arising from "accidents" which occur while any insured "auto" is being operated by said named driver.

The provisions of this endorsement do not apply to: (1) the owner of an insured "auto" under this policy where such owner's liability results from "bodily injury" or "property damage" arising out of negligent operation of an insured "auto" by a person legally using or operating an insured "auto" with the permission, express or implied of such owner (2) a spouse of the owner of an insured "auto" under this policy, if such spouse is also joint owner of such "auto", unless both spouses have consented to such exclusion.

EXCLUDED DRIVER(S)

NICHOLAS COOPER

Accepted \_\_\_\_\_

Named Insured

Accepted by spouse **FIND COPY IN UNDERWRITING FILE**

Required only if a joint owner and also an excluded driver named above

20000FS 2053106471



CA 77 33 01 97

INSURED'S COPY

# GARAGEKEEPERS COVERAGE

POLICY NUMBER: S 2053106

COMMERCIAL AUTO  
CA 99 37 03 06

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

**Countersignature Of Authorized Representative**

**Name:**

**Title:**

**Signature:**

**Date:**

## SCHEDULE

Location Number	Address Where You Conduct Garage Operations (Main Location)	
001 001	215 W SUPERIOR, KOKOMOKOMO	
Coverages	Limit Of Insurance and Deductible	Premium
Comprehensive Or Specified Causes Of Loss	\$375,000 Minus \$500 Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To \$2,500 Maximum Deductible For All Such Loss In Any One Event; Or Minus Deductible For All Perils Subject To Maximum Deductible For All Such Loss In Any One Event.	
Collision	\$375,000 Minus \$100 Deductible For Each Customer's Auto.	



Location Number	Address Where You Conduct Garage Operations	
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive Or Specified Causes Of Loss	Minus Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To Maximum Deductible For All Such Loss In Any One Event; Or Minus Deductible For All Perils Subject To Maximum Deductible For All Such Loss In Any One Event.	
Collision	Minus Deductible For Each Customer's Auto.	

Location Number	Address Where You Conduct Garage Operations	
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive Or Specified Causes Of Loss	Minus Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To Maximum Deductible For All Such Loss In Any One Event; Or Minus Deductible For All Perils Subject To Maximum Deductible For All Such Loss In Any One Event.	
Collision	Minus Deductible For Each Customer's Auto.	

Total Premium For All Locations	INCLUDED
---------------------------------	----------

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

## DIRECT COVERAGE OPTIONS

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

☐ **EXCESS INSURANCE**

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

☒ **PRIMARY INSURANCE**

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

**A. This endorsement provides only those coverages:**

1. Where a Limit of Insurance and a premium are shown for that coverage in the Schedule; and
2. For the location shown in the Schedule.

**B. Coverage**

1. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under:

**a. Comprehensive Coverage**

From any cause except:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

**b. Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft; or
- (3) Mischief or vandalism;

**c. Collision Coverage**

Caused by:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

2. We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

**3. Who Is An Insured**

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

**a. You.**

- b.** Your partners (if you are a partnership), or members (if you are a limited liability company), "employees", directors or shareholders while acting within the scope of their duties as such.

**4. Coverage Extensions**

The following applies as Supplementary Payments. We will pay for the "insured":

**a. All expenses we incur.**

- b.** The costs of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within our Limit of Insurance.

- c.** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.

- d.** All costs taxed against the "insured" in any "suit" against an "insured" we defend.

- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### C. Exclusions

1. This insurance does not apply to any of the following:

- a. **Contractual Obligations**

Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the "insured" would have in the absence of the contract or agreement.

- b. **Theft**

"Loss" due to theft or conversion caused in any way by you, your "employees" or by your shareholders.

- c. **Defective Parts**

Defective parts or materials.

- d. **Faulty Work**

Faulty "work you performed".

2. We will not pay for "loss" to any of the following:

- a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".
- b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.

- d. Any device designed or used to detect speed measurement equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

3. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### D. Limits Of Insurance And Deductibles

1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Schedule for that location minus the applicable deductibles for "loss" caused by:

- a. Collision; or
- b. With respect to Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage:

- (1) Theft or mischief or vandalism; or
- (2) All perils.

2. The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive or Specified Causes of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:

- a. Theft or mischief or vandalism; or
- b. All perils.

3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

#### **E. Additional Definitions**

As used in this endorsement:

1. "Customer's auto" means a customer's land motor vehicle or trailer or semitrailer. This definition also includes any customer's auto while left with you for service, repair, storage or safekeeping. Customers include your "employees", and members of their households who pay for services performed.
2. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.
3. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.
4. "Work you performed" includes:
  - a. Work that someone performed on your behalf; and
  - b. The providing of or failure to provide warnings or instructions.

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# COMMERCIAL AUTOMOBILE COMPOSITE RATING WORKSHEET

POLICY NUMBER: S 2053106

COMMERCIAL AUTO  
FORM-2068 01 02

Coverage Part Affected: Business Automobile Coverage Form  
Garage Coverage Form

**No coverage is provided by this worksheet. Please refer to the policy forms for actual coverages.**

The premium indicated on the Declaration is an estimate based on the number of known "autos" at the time of policy issuance. If upon expiration of this policy the total number of "autos" owned by the named insured exceeds the total number of "autos" owned as of the inception date, the additional premium is to be determined by applying the rates below to one-half of the difference in the total numbers. If upon expiration the total number of owned "autos" should be less, the return premium is to be determined in the same manner.

<u>Coverage</u>	<u>Number at Inception</u>	<u>Rate Per Vehicle</u>	<u>Advance/Adjusted Premium</u>
LIABILITY			
PPT-PRVT PASS TYPE	73	399	\$29,127.00
MTCL-MOTORCYCLE	5	339	\$1,695.00
MDMP-MED TRUCK/DUMP	1	346	\$346.00
AMBU-AMBULANCE	2	636	\$1,272.00
FTRK-FIRE TRUCK	14	327	\$4,578.00
BUS2-SEATING 9-20	26	591	\$15,366.00
BUS3-SEATING 21-60	3	1,035	\$3,105.00
LPPT-LAW ENFORCMT PPT	38	459	\$17,442.00
TLRC-TLRS CAP>2000	8	95	\$760.00
LOTH-LAW ENFORCMT ALL OTHER	4	509	\$2,036.00
HTRK-HVY TRUCK	22	471	\$10,362.00
FPPT-FIRE DEPT PPT	3	287	\$861.00
BUS3-SEATING 1-8	3	518	\$1,554.00
HTRK-HVY TRUCK	6	578	\$3,468.00
LTRK-LT TRUCK	89	407	\$36,223.00
LDMP-LT TRUCK/DUMP	1	326	\$326.00

20000FS 2053106475



FORM-2068 01 02

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# COMMERCIAL AUTOMOBILE COMPOSITE RATING WORKSHEET

POLICY NUMBER: S 2053106

COMMERCIAL AUTO  
FORM-2068 01 02

Coverage Part Affected: Business Automobile Coverage Form  
Garage Coverage Form

**No coverage is provided by this worksheet. Please refer to the policy forms for actual coverages.**

The premium indicated on the Declaration is an estimate based on the number of known "autos" at the time of policy issuance. If upon expiration of this policy the total number of "autos" owned by the named insured exceeds the total number of "autos" owned as of the inception date, the additional premium is to be determined by applying the rates below to one-half of the difference in the total numbers. If upon expiration the total number of owned "autos" should be less, the return premium is to be determined in the same manner.

<u>Coverage</u>	<u>Number at Inception</u>	<u>Rate Per Vehicle</u>	<u>Advance/Adjusted Premium</u>
MTRK-MED TRUCK	8	427	\$3,416.00
HDPM-HVY TRUCK/DUMP	24	385	\$9,240.00
MEQP-MOBILE EQUIPMENT	6	363	\$2,178.00
XTRK-XHVV TRUCK	2	942	\$1,884.00
MEDICAL PAYMENTS			
PPT-PRVT PASS TYPE	73	14	\$1,022.00
MDMP-MED TRUCK/DUMP	1	23	\$23.00
AMBU-AMBULANCE	2	23	\$46.00
FTRK-FIRE TRUCK	14	23	\$322.00
BUS2-SEATING 9-20	26	22	\$572.00
BUS3-SEATING 21-60	3	39	\$117.00
LPPT-LAW ENFORCMT PPT	38	14	\$532.00
TLRC-TLRS CAP>2000	8	5	\$38.00
LOTH-LAW ENFORCMT ALL OTHER	4	23	\$92.00
HTRK-HVY TRUCK	22	23	\$506.00
FPPT-FIRE DEPT PPT	3	14	\$42.00
BUS3-SEATING 1-8	3	19	\$57.00
HTRK-HVY TRUCK	6	23	\$138.00

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FORM-2068 01 02

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# COMMERCIAL AUTOMOBILE COMPOSITE RATING WORKSHEET

POLICY NUMBER: S 2053106

COMMERCIAL AUTO  
FORM-2068 01 02

Coverage Part Affected: Business Automobile Coverage Form  
Garage Coverage Form

**No coverage is provided by this worksheet. Please refer to the policy forms for actual coverages.**

The premium indicated on the Declaration is an estimate based on the number of known "autos" at the time of policy issuance. If upon expiration of this policy the total number of "autos" owned by the named insured exceeds the total number of "autos" owned as of the inception date, the additional premium is to be determined by applying the rates below to one-half of the difference in the total numbers. If upon expiration the total number of owned "autos" should be less, the return premium is to be determined in the same manner.

<u>Coverage</u>	<u>Number at Inception</u>	<u>Rate Per Vehicle</u>	<u>Advance/Adjusted Premium</u>
LTRK-LT TRUCK	89	23	\$2,047.00
LDMP-LT TRUCK/DUMP	1	23	\$23.00
MTRK-MED TRUCK	8	23	\$184.00
HDPM-HVY TRUCK/DUMP	24	23	\$552.00
MEQP-MOBILE EQUIPMENT	6	23	\$138.00
XTRK-XHVY TRUCK	2	23	\$46.00
COMPREHENSIVE PPT-PRVT PASS TYPE	73	33	\$2,409.00
MDMP-MED TRUCK/DUMP	1	25	\$25.00
AMBU-AMBULANCE	2	24	\$48.00
FTRK-FIRE TRUCK	14	41	\$574.00
BUS2-SEATING 9-20	26	43	\$1,118.00
BUS3-SEATING 21-60	3	76	\$228.00
LPPT-LAW ENFORCMT PPT	38	31	\$1,178.00
TLRC-TLRS CAP>2000	11	15	\$165.00
LOTH-LAW ENFORCMT ALL OTHER	4	31	\$124.00
HTRK-HVY TRUCK	22	33	\$726.00
FPPT-FIRE DEPT PPT	3	19	\$57.00

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FORM-2068 01 02

INSURED'S COPY

# COMMERCIAL AUTOMOBILE COMPOSITE RATING WORKSHEET

POLICY NUMBER: S 2053106

COMMERCIAL AUTO  
FORM-2068 01 02

Coverage Part Affected: Business Automobile Coverage Form  
Garage Coverage Form

**No coverage is provided by this worksheet. Please refer to the policy forms for actual coverages.**

The premium indicated on the Declaration is an estimate based on the number of known "autos" at the time of policy issuance. If upon expiration of this policy the total number of "autos" owned by the named insured exceeds the total number of "autos" owned as of the inception date, the additional premium is to be determined by applying the rates below to one-half of the difference in the total numbers. If upon expiration the total number of owned "autos" should be less, the return premium is to be determined in the same manner.

<u>Coverage</u>	<u>Number at Inception</u>	<u>Rate Per Vehicle</u>	<u>Advance/Adjusted Premium</u>
BUS3-SEATING 1-8	3	55	\$165.00
HTRK-HVY TRUCK	6	95	\$570.00
LTRK-LT TRUCK	89	32	\$2,848.00
LDMP-LT TRUCK/DUMP	1	26	\$26.00
MTRK-MED TRUCK	8	34	\$272.00
HDPM-HVY TRUCK/DUMP	24	19	\$456.00
MEQP-MOBILE EQUIPMENT	6	42	\$252.00
XTRK-XHVY TRUCK	2	47	\$94.00
COLLISION			
PPT-PRVT PASS TYPE	73	113	\$8,249.00
MTCL-MOTORCYCLE	5	86	\$430.00
MDMP-MED TRUCK/DUMP	1	71	\$71.00
AMBU-AMBULANCE	2	101	\$202.00
FTRK-FIRE TRUCK	14	167	\$2,338.00
BUS2-SEATING 9-20	26	133	\$3,458.00
BUS3-SEATING 21-60	3	343	\$1,029.00
LPPT-LAW ENFORCMT PPT	38	123	\$4,674.00
TLRC-TLRS CAP>2000	11	29	\$319.00

FORM-2068 01 02

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# COMMERCIAL AUTOMOBILE COMPOSITE RATING WORKSHEET

POLICY NUMBER: S 2053106

COMMERCIAL AUTO  
FORM-2068 01 02

Coverage Part Affected: Business Automobile Coverage Form  
Garage Coverage Form

**No coverage is provided by this worksheet. Please refer to the policy forms for actual coverages.**

The premium indicated on the Declaration is an estimate based on the number of known "autos" at the time of policy issuance. If upon expiration of this policy the total number of "autos" owned by the named insured exceeds the total number of "autos" owned as of the inception date, the additional premium is to be determined by applying the rates below to one-half of the difference in the total numbers. If upon expiration the total number of owned "autos" should be less, the return premium is to be determined in the same manner.

<u>Coverage</u>	<u>Number at Inception</u>	<u>Rate Per Vehicle</u>	<u>Advance/Adjusted Premium</u>
LOTH-LAW ENFORCMT ALL OTHER	4	45	\$180.00
HTRK-HVY TRUCK	22	113	\$2,486.00
FPPT-FIRE DEPT PPT	3	63	\$189.00
BUS3-SEATING 1-8	3	204	\$612.00
HTRK-HVY TRUCK	6	491	\$2,946.00
LTRK-LT TRUCK	89	64	\$5,696.00
LDMP-LT TRUCK/DUMP	1	64	\$64.00
MTRK-MED TRUCK	8	110	\$880.00
HDPM-HVY TRUCK/DUMP	24	76	\$1,824.00
MEQP-MOBILE EQUIPMENT	6	133	\$798.00
XTRK-XHVY TRUCK	2	162	\$324.00
UNINSURED MOTORIST/ UNDERINSURED MOTORIST PPT-PRVT PASS TYPE	73	70	\$5,110.00
MTCL-MOTORCYCLE	5	140	\$700.00
MDMP-MED TRUCK/DUMP	1	40	\$40.00
AMBU-AMBULANCE	2	40	\$80.00
FTRK-FIRE TRUCK	14	40	\$560.00

FORM-2068 01 02

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# COMMERCIAL AUTOMOBILE COMPOSITE RATING WORKSHEET

POLICY NUMBER: S 2053106

COMMERCIAL AUTO  
FORM-2068 01 02

Coverage Part Affected: Business Automobile Coverage Form  
Garage Coverage Form

**No coverage is provided by this worksheet. Please refer to the policy forms for actual coverages.**

The premium indicated on the Declaration is an estimate based on the number of known "autos" at the time of policy issuance. If upon expiration of this policy the total number of "autos" owned by the named insured exceeds the total number of "autos" owned as of the inception date, the additional premium is to be determined by applying the rates below to one-half of the difference in the total numbers. If upon expiration the total number of owned "autos" should be less, the return premium is to be determined in the same manner.

<u>Coverage</u>	<u>Number at Inception</u>	<u>Rate Per Vehicle</u>	<u>Advance/Adjusted Premium</u>
BUS2-SEATING 9-20	26	40	\$1,040.00
BUS3-SEATING 21-60	3	40	\$120.00
LPPT-LAW ENFORCMT PPT	38	70	\$2,660.00
LOTH-LAW ENFORCMT ALL OTHER	4	40	\$160.00
HTRK-HVY TRUCK	22	40	\$880.00
FPPT-FIRE DEPT PPT	3	70	\$210.00
BUS3-SEATING 1-8	3	40	\$120.00
HTRK-HVY TRUCK	6	40	\$240.00
LTRK-LT TRUCK	89	40	\$3,560.00
LDMP-LT TRUCK/DUMP	1	40	\$40.00
MTRK-MED TRUCK	8	40	\$320.00
HDPM-HVY TRUCK/DUMP	24	40	\$960.00
MEQP-MOBILE EQUIPMENT	6	40	\$240.00
XTRK-XHVY TRUCK	2	40	\$80.00

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FORM-2068 01 02

INSURED'S COPY

# BUSINESS AUTO COVERAGE FORM

COMMERCIAL AUTO  
CA 00 01 03 06

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V — Definitions.

## SECTION I — COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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#### **B. Owned Autos You Acquire After The Policy Begins**

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

#### **C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

## **SECTION II — LIABILITY COVERAGE**

### **A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

#### **1. Who Is An Insured**

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

- (1) Employment by the "insured"; or
- (2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### **5. Fellow Employee**

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

#### **6. Care, Custody Or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### **7. Handling Of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

#### **8. Movement Of Property By Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### **9. Operations**

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### **10. Completed Operations**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use, by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

#### **11. Pollution**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
  - c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

## 12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

## C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

## SECTION III — PHYSICAL DAMAGE COVERAGE

### A. Coverage

- 1. We will pay for "loss" to a covered "auto" or its equipment under:

#### a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**b. Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

**c. Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**2. Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**3. Glass Breakage — Hitting A Bird Or Animal — Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**b. Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

**B. Exclusions**

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

**a. Nuclear Hazard**

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

**b. War Or Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.



2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - a. Wear and tear, freezing, mechanical or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.
4. We will not pay for "loss" to any of the following:
  - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
  - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
  - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
  - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

- (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

#### C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

### SECTION IV — BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

#### A. Loss Conditions

##### 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

**2. Duties In The Event Of Accident, Claim, Suit Or Loss**

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.
  - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
  - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

**3. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

**4. Loss Payment — Physical Damage Coverages**

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

**5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

**B. General Conditions**

**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

**2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

### 3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### 4. No Benefit To Bailee — Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

### 5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

### 6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

### 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and

- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.



**8. Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

**SECTION V — DEFINITIONS**

**A.** "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

**B.** "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

**C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

**D.** "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
1. A lease of premises;
  2. A sidetrack agreement;
  3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
  6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or

- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles maintained for use solely on or next to premises you own or rent;
  3. Vehicles that travel on crawler treads;
  4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
  5. Vehicles not described in Paragraph 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
  - (1) Snow removal;
  - (2) Road maintenance, but not construction or resurfacing; or
  - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  - 1. Damages because of "bodily injury" or "property damage"; or
  - 2. A "covered pollution cost or expense", to which this insurance applies, are alleged."Suit" includes:
  - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

# CHANGES IN BUSINESS AUTO AND TRUCKERS COVERAGE FORMS - INSURED CONTRACT

COMMERCIAL AUTO

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM TRUCKERS COVERAGE FORM

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

E. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
4. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
5. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
6. That part of any contract or agreement entered into, as part of your business, by you or any of your employees pertaining to the rental or lease of any "auto;"
7. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

1. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
2. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

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# INDIANA CHANGES

COMMERCIAL AUTO  
CA 01 19 07 09

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered "auto" licensed in, or "garage operations" conducted in, Indiana, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement or to any amendment to or replacement thereof, the provisions of the coverage form apply unless modified by the endorsement.

### Changes In Conditions

- A. Except as provided in Paragraph B. of this endorsement, **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance — Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is changed by adding the following and supersedes any provision to the contrary:

If there is other applicable insurance available under one or more policies or provisions of coverage, any insurance we provide for any covered "auto" owned by an "insured" is primary and shall first be exhausted.

- B. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance — Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is changed by adding the following:

1. When two coverage forms providing liability coverage apply to an "auto" and:
  - a. One provides coverage to a named insured engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing "autos"; and
  - b. The other provides coverage to a person not engaged in that business; and
  - c. At the time of an "accident" a person described in 1.b. is operating an "auto" owned by the business described in 1.a., then that person's liability coverage is primary and the coverage form issued to a business described in 1.a. is excess over any coverage available to that person.

2. When two coverage forms providing liability coverage apply to an "auto" and:

- a. One provides coverage to a named insured engaged in the business of repairing, servicing, parking or storing "autos"; and
- b. The other provides coverage to a person not engaged in that business; and
- c. At the time of an "accident" an "insured" under the coverage form described in 2.a. is operating an "auto" owned by a person described in 2.b., then the liability coverage form issued to the business described in 2.a. is primary and the coverage form issued to a person described in 2.b. is excess over any coverage available to the business.

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# PROFESSIONAL SERVICES NOT COVERED

COMMERCIAL AUTO

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

LIABILITY COVERAGE is changed by adding the following exclusions:

This insurance does not apply to:

1. "Bodily injury" resulting from the providing or the failure to provide any medical or other professional services.
2. "Bodily injury" resulting from food or drink furnished with these services.
3. "Bodily injury" or "property damage" resulting from the handling of corpses.

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# EMPLOYEE HIRED AUTOS

COMMERCIAL AUTO  
CA 20 54 10 01

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### A. Changes In Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

### C. Changes In General Conditions

Paragraph 5.b. of the **Other Insurance** Condition in the Business Auto, Business Auto Physical Damage and Garage Coverage Forms, Paragraph 5.d. of the **Other Insurance — Primary And Excess Insurance Provisions** Condition in the Truckers Coverage Form and Paragraph 5.f of the **Other Insurance — Primary and Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

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# AUTO LOAN/LEASE GAP COVERAGE

POLICY NUMBER:

COMMERCIAL AUTO  
CA 20 71 10 01

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	

(Authorized Representative)

### SCHEDULE

Vehicle No.	Description Of Loan/Lease "Auto(s)" Which Are Covered "Autos"	Other Than Collision Additional Premium	Collision Additional Premium
	All Covered "Autos" Of The Named Insured That Are Financed Pursuant To A Vehicle Loan Agreement		

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Physical Damage Coverage** Section is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations for which a specific premium charge indicates that Auto Loan/Lease GAP Coverage applies, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the "loss";

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

# **PUBLIC TRANSPORTATION AUTOS**

COMMERCIAL AUTO  
CA 24 02 12 93

## **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

LIABILITY COVERAGE for a covered "auto" licensed or used to transport the public is changed as follows:

The CARE, CUSTODY OR CONTROL exclusion does not apply to "property damage" to or "covered pollution cost or expense" involving property of the "insured's" passengers while such property is carried by the covered "auto."

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CA 24 02 12 93

**INSURED'S COPY**

# PHYSICAL DAMAGE COVERAGE

COMMERCIAL AUTO

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

This endorsement amends the PHYSICAL DAMAGE COVERAGE section of the above coverage form, effective on the inception date of the policy or as indicated above, by adding the following paragraph:

"At your option, for glass losses only, any Comprehensive Coverage deductible shown in the declarations will not apply if the glass is satisfactorily repaired rather than replaced.

However, we will not waive this deductible if it is equal to or greater than the replacement cost of the glass."

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INSURED'S COPY

**ELITEPAC**  
**COMMERCIAL AUTOMOBILE EXTENSION**  
**EMERGENCY SERVICES, GOVERNMENTAL ENTITIES AND SCHOOLS**

COMMERCIAL AUTO  
CA 70 72 04 11

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This Supplemental Schedule is provided when the BUSINESS AUTO COVERAGE FORM includes the Commercial Automobile Extension Emergency Services, Governmental Entities and Schools endorsement **CA 70 72**. This Schedule supplements the Business Auto Declarations.

**EXTENSIONS OF COVERAGE AND ADDITIONAL COVERAGES**

**DESCRIPTION**

Temporary Substitute Autos	Coverage Extension
Limited Liability Companies	Coverage Extension
Newly Acquired Or Formed Organizations	Coverage Extension
Employees - Non-Ownership	Coverage Extension
Non-Ownership Extension - Public Entities	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Commandeered Auto - Owner As An Insured	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	\$3,000 Limit of Insurance
Loss Of Earnings	\$1,000 Per Day Limit of Insurance
Expected Or Intended Injury Amendment	Coverage Extension
Employer's Liability Amendment	Coverage Extension
Fellow Employee Amendment	Coverage Extension
Commandeered Autos	Coverage Extension
Pollution Exclusion Amendment - Emergency And Training Operations	Coverage Extension
Towing And Labor	\$1,000 Limit of Insurance
Glass Breakage	Coverage Extension
Hired Car Physical Damage Coverage	Coverage Extension
Auto Loan/Lease Gap Coverage	Coverage Extension
Limited Physical Damage Coverage - Emergency Workers Or Volunteers	Coverage Extension
Limited Physical Damage Coverage - All Other Workers Or Volunteers	Coverage Extension
Newly Acquired Owned Vehicles	Coverage Extension
Personal Effects	\$500 Limit of Insurance

## DESCRIPTION

Additional Transportation Expenses

Freezing Of Permanently Attached Equipment And Airbag Coverage

Sound Receiving Equipment Coverage

Limit Of Insurance

Additional Deductible Provisions

Multiple Deductibles

Duties In The Event Of Accident, Claim, Suit Or Loss

Waiver Of Subrogation

Concealment, Misrepresentation Or Fraud

Policy Period, Coverage Territory

Two Or More Coverage Forms Or Policies Issued By Us

Temporary Or Leased Workers

Self-Propelled Vehicles < 1,000 Lbs.

Emergency Operations

Mental Anguish (Not Applicable in New York)

Training Operations

Volunteer Worker

Permanently Attached Equipment

\$7,500 Limit of Insurance

Coverage Extension

Coverage Extension

Coverage Extension

Coverage Extension

Coverage Extension

Coverage Extension

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Coverage Extension

Definition

Definition

Definition

Definition

Definition

Definition

**ELITEPAC  
COMMERCIAL AUTOMOBILE EXTENSION  
EMERGENCY SERVICES, GOVERNMENTAL ENTITIES AND SCHOOLS**

COMMERCIAL AUTO  
CA 70 72 04 11

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies the insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

This Supplemental Schedule is provided when the BUSINESS AUTO COVERAGE FORM includes the Commercial

**Amendments to SECTION I — COVERED AUTOS**

**Temporary Substitute Autos**

The following is added to **SECTION I — COVERED AUTOS**:

**D. Temporary Substitute "Autos" — Physical Damage Coverage**

If coverage is provided under **SECTION III — PHYSICAL DAMAGE COVERAGE** for any covered "auto" you own, and that covered "auto" is out of service because of:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction;

The Physical Damage coverage applicable to that "auto" will apply to any temporary substitute "auto" you do not own while used with the permission of its owner.

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make payment to the owner of the temporary substitute "auto" for "loss" owed by any other party or parties, we will obtain the owner's rights against any other party or parties.

**Amendments to SECTION II — LIABILITY COVERAGE**

**Limited Liability Companies**

The following is added to **SECTION II, A. 1. — Who Is An Insured**:

- d. If you are a limited liability company, you are an Insured for any covered "auto." The provisions of **WHO IS AN INSURED** applicable to anyone else using a covered "auto" you own, hire or borrow, also apply to limited liability companies. Your members and managers are also "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you. But, members or managers are not an insured for any covered "autos" owned by them or members of their household.

**Newly Acquired Or Formed Organizations**

The following is added to **SECTION II, A. 1. — Who Is An Insured**:

- e. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:
  1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**Employees - Non-Ownership**

The following is added to **SECTION II, A. 1. — Who Is An Insured**:

- f. Any employee of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**Non-Ownership Extension - Public Entities**

The following is added to **SECTION II, A. 1. — Who Is An Insured**:

- g. Any board member or other elected or appointed official, member of the administrative staff, student teacher or other authorized volunteer or member is an "insured" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you as a School, Municipality or other Governmental Entity, or Emergency Services Organization. Anyone who supplies that "auto" is also an "insured."



### **Blanket Additional Insureds**

The following is added to **SECTION II, A. 1. — Who Is An Insured:**

- h. Any person or organization with whom you agreed, because of a written contract, agreement or permit, to provide insurance such as is afforded under this Coverage Part, but only with respect to your ownership, maintenance or use of a covered "auto." This provision only applies if the written contract or agreement has been executed or permit issued prior to the "bodily injury" or "property damage."

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, agreement or permit identified in this section, and is permitted by law.

### **Commandeered Auto - Owner As An Insured**

The following is added to **SECTION II, A. 1. — Who Is An Insured:**

- i. The owner of a commandeered "auto" is an "insured" while the "auto" is in your temporary care, custody or control and is being used as part of an "emergency operation".

### **Expenses For Bail Bonds And Loss Of Earnings**

Paragraphs (2) and (4) of **SECTION II, A. 2. a. — Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) We will pay up to the Limit of Insurance shown on the Commercial Automobile Extension Emergency Services, Governmental Entities and Schools Supplemental Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) We will pay up to the Limit of Insurance shown on the Commercial Automobile Extension Emergency Services, Governmental Entities and Schools Supplemental Schedule all reasonable expenses incurred by the "insured" at our request, including actual loss of earnings because of time off from work.

### **Expected Or Intended Injury Amendment**

The following is added to **SECTION II, B. 1. — Exclusions:**

This exclusion does not apply to "bodily injury" or "property damage" caused by an "employee" or volunteer firemen while acting in the performance of his or her duties and within the scope of his or her employment or membership, unless such "bodily injury" or "property damage" is the result of any willful or wanton act of such "employee" or volunteer firemen in the discharge of such duty.

### **Employer's Liability Amendment**

The following is added to **SECTION II, B. 4. — Exclusions:**

- c. This exclusion also does not apply to any "volunteer worker."

For Fire Companies, Ambulance Squads and Rescue Squads, the **Employee Indemnification and Employer's Liability** exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. But, this coverage extension is only provided to:

- 1. Members of the "insured" Fire Company, Ambulance or Rescue Squad, while such member is operating within the scope of their official duties, with respect to claims made or suits brought against such member for injuries to a fellow member of the "insured" organization, or for injuries to members of other Fire Companies, Ambulance Squads or Rescue Squads; and
- 2. The "insured" organization with respect to claims made or suits brought against the "insured" organization for injuries to members of other Fire Companies, Ambulance Squads or Rescue Squads.

### **Fellow Employee Amendment**

The following is added to **SECTION II, B. 5. — Exclusions:**

For "insureds" Other Than Fire Companies, Ambulance Squads and Rescue Squads, the **Fellow Employee** exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

For Fire Companies, Ambulance Squads and Rescue Squads, the **Fellow Employee** exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. But, this coverage extension is only provided to:

- 1. Members of the "insured" Fire Company, Ambulance or Rescue Squad, while such member is operating within the scope of their official duties, with respect to claims made or suits brought against such member for injuries to a fellow member of the "insured" organization, or for injuries to members of other Fire Companies, Ambulance Squads or Rescue Squads; and
- 2. The "insured" organization with respect to claims made or suits brought against the "insured" organization for injuries to members of other Fire Companies, Ambulance Squads or Rescue Squads.

### **Commandeered Autos**

The following is added to **SECTION II, B. 6. — Exclusions:**

The Care, Custody and Control exclusion does not apply to "autos" loaned to or held in the "insured's" care, custody or control if the "autos" are borrowed during an emergency operation and are used to assist in that emergency operation.

### **Pollution Exclusion Amendment - Emergency And Training Operations**

The following is added to **SECTION II, B. 11. Exclusions:**

If any insured is a municipality, any other type of governmental entity or an emergency services organization the following amendment applies:

It is agreed that each and every exclusion of this coverage form relating to the actual, alleged or threatened discharge, dispersal or release of pollutants shall not apply to "emergency operations" or "training operations".

### **Amendments to SECTION III — PHYSICAL DAMAGE COVERAGE**

#### **Towing And Labor**

The following modifies **SECTION III, A. 2. — Towing**

**SECTION III, A. 2. — Towing** is deleted in its entirety and replaced with the following:

#### **2. Towing**

We will pay up to the Maximum Limit of Insurance shown on the Commercial Auto Extension Emergency Services and Governmental Entities Supplemental Schedule for towing and labor costs incurred each time a covered "auto" is disabled. For labor charges to be eligible for reimbursement however, the labor must be performed at the place of disablement.

#### **Glass Breakage**

The following is added to **SECTION III, A. 3. — Glass Breakage — Hitting A Bird Or Animal — Falling Objects:**

- d. If damage to glass is repaired in lieu of being replaced, no deductible will apply for repair only.

#### **Hired Car Physical Damage Coverage**

The following is added to **SECTION III — A. 4. — Coverage Extensions:**

##### **c. Hired Car Physical Damage Coverage**

If Comprehensive, Specified Causes of Loss or Collision coverage is provided by this policy, you may extend that coverage to apply to Physical Damage "loss" to hired "autos." We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to a hired "auto" in any one "accident" is the lesser of:

1. \$75,000; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind or quality. For each hired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning. We will also pay up to \$750 per "accident" for loss of use of the hired "auto" if it results from an "accident" for which you are legally liable. The lessor must suffer an actual financial "loss" for this coverage to apply.

Hired Car Physical Damage Coverage provided by this extension is excess over any other collectible insurance.

#### **Auto Loan/Lease Gap Coverage**

The following is added to **SECTION III, A. 4. — Coverage Extensions:**

##### **d. Auto Loan/Lease Gap Coverage**

If a long-term leased "auto" is a covered "auto" for the Physical Damage Coverage applicable to a total "loss," and the lessor is an additional insured under this Coverage Part, we will pay the difference between amounts you owe the lessor under the lease terms and the amount of insurance paid the lessor for the total "loss" of the covered "auto" minus: any payments overdue at the time of the loss; any financial penalties imposed due to wear and tear, high mileage or similar charges; any security deposits not refunded by the lessor; any costs for credit life, health and accident, or disability insurance; any costs for extended warranties; or any carry over balances from previous leases or loans. You are responsible for the deductible applicable to the "loss" for the covered "auto."

#### **Limited Physical Damage Coverage - Employees Or Volunteer Workers**

The following is added to **SECTION III, A. 4. — Coverage Extensions:**

##### **e. Limited Physical Damage Coverage - Employees Or Volunteer Workers**

If you are an Emergency Services Organization, we will pay up to \$2,500 for any "loss" described in this section to any "auto" owned or used by any employee or volunteer of your fire or rescue emergency services organization:

1. While en route to, during, and returning from any official duty authorized by "you"; or

2. While at the scene of any emergency to which they respond as a good samaritan.

In no event will we pay for any loss, under this section, to any "auto" you own, hire or borrow.

If you are other than a fire or rescue emergency services organization, we will pay up to \$1,000 or the amount of the deductible under any auto policy available to your volunteer or employee, whichever is less, or any "loss" described in this section to any "auto" owned or used by a volunteer or employee while en route to and during any official duty authorized by "you". In no event will we pay for any "loss" under this Coverage to any "auto" owned, hired, or borrowed by your organization.

#### **Newly Acquired Owned Vehicles**

The following is added to **SECTION III, A. 4. — Coverage Extensions:**

##### **f. Newly Acquired Owned Vehicles**

If Comprehensive, Specified Causes of Loss or Collision coverage is provided by this policy, you may extend that coverage to apply to Physical Damage "loss" to newly acquired owned "autos". We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the declarations.

The most we will pay for "loss" to a newly acquired "auto" is the lesser of:

1. \$1,000,000; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss", or your actual cost of purchase of the newly acquired "auto", whichever is more;
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, without deduction for depreciation.

For each newly acquired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning.

Coverage under this Extension is afforded only until the end of the policy period or until you notify us to add the newly acquired vehicle to your auto-schedule, whichever is earlier.

#### **Personal Effects**

The following is added to **SECTION III, A. 4. — Coverage Extensions:**

##### **g. Personal Effects**

If Comprehensive Coverage is provided on this coverage form for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the Commercial Automobile Extension Emergency Services,

Governmental Entities and Schools Supplemental Schedule, without application of a deductible, for personal effects that are stolen with that covered "auto." Personal effects do not include jewelry, tools, money or securities. This coverage is excess over any other collectible insurance.

#### **Additional Transportation Expenses**

The following modifies **SECTION III, A. 4. a. — Transportation Expenses:**

**SECTION III, A. 4. a. — Transportation Expenses** is deleted in its entirety and replaced with the following:

##### **a. Transportation Expenses**

We will pay up to the Maximum limit of Insurance shown on the Commercial Automobile Extension Emergency Services, Governmental Entities and Schools Supplemental Schedule for temporary transportation expense incurred by you because of any "losses" to covered "autos," but only if the covered "autos" carry the coverages and meet the requirements described in 1. or 2. below:

1. We will pay the above temporary transportation expense for total theft of a covered "auto" if you carry either Comprehensive or Specified Causes of Loss Coverage. We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."
2. For "loss" other than the total theft to a covered "auto" under Comprehensive Coverage or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto." We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto," or 30 days. This provision 2. of this Extension does not apply while there are spare or reserve "autos" available to you for your operations.

#### **Freezing Of Permanently Attached Equipment And Airbag Coverage**

The following is added to **SECTION III, B. 3. a. — Exclusions:**

This exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

In addition, the exclusion relating to "loss" caused by freezing does not apply to any "loss" caused by freezing, to permanently attached special equipment common to a fire or rescue emergency vehicle, unless the "loss" is caused by Your failure to properly maintain such equipment. Such equipment shall include but is not limited to pumps, gauges, valves, fill lines, drains and tanks. In no event will any "loss", caused by freezing, to an automobile engine be covered by his policy.

#### **Sound Receiving Equipment Coverage**

The following is added to **SECTION III, B. 4. c. and d. — Exclusions:**

This exclusion however does not apply to any equipment that is installed in a covered "auto" which is:

1. Owned by a police or fire department;
2. Equipped as an emergency vehicle and owned by a political subdivision or any of its agencies; or
3. Equipped as an emergency vehicle and owned by a fire department, rescue squad or ambulance corps.

#### **LIMIT OF INSURANCE**

The following modifies **SECTION III, C. — Limits Of Insurance**

**SECTION III, C. — Limits Of Insurance** is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. If you are a Municipality or other Governmental Entity, or an Emergency Services Organization:
  - a. The cost to replace the entire covered "auto" and its "permanently attached equipment," for covered "autos" designated in the schedule as being insured on either a stated amount or value guard basis as of the time of the "loss," with a comparable new "auto" and "permanently attached equipment" manufactured to current standards set by nationally recognized organizations such as, but not limited to, NFPA or the US Department of Transportation; but, the most we will pay under this paragraph for owned or leased "autos" you acquire after the policy begins and not described in the declarations is the least of items 1., 2., or 3.a. of this section; or

- b. (This provision does not apply in New York.) The additional repair or replacement costs necessary to customize the damaged covered "auto" with permanently installed equipment of like kind and quality, without deduction for depreciation, if the "auto" is specifically outfitted for use by chiefs, captains, police, administrators and others in comparable positions and is scheduled, but the "auto" is not designated on the schedule as being insured on an agreed-value basis. We will also pay under this provision for the cost of installation onto a replacement "auto" if the covered "auto" is not repairable, and we will pay for property owned by "you" that is permanently installed in an "auto" not owned by you.

#### **Additional Deductible Provisions**

The following modifies **SECTION III, D. — Deductible**  
**SECTION III, D. — Deductible** is deleted in its entirety and replaced with the following:

For each covered "auto" our obligation to pay for, repair return or replace damaged or stolen property will be reduced by the applicable deductible shown in the declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire, lightning or glass breakage.

#### **Amendments to SECTION IV — BUSINESS AUTOMOBILE CONDITIONS**

##### **Multiple Deductibles**

The following is added to **SECTION IV, A. — Loss Conditions:**

##### **6. Multiple Deductibles**

If a Comprehensive, Collision or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more "covered autos," only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles; and does not extend coverage to any "covered autos" for which you do not carry such coverage.

##### **Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to **SECTION IV, A. 2. a. — Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident", claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss."

#### **Waiver Of Subrogation**

The following modifies **SECTION IV, A. 5. — Transfer Of Rights Of Recovery Against Us To Others**

**SECTION IV, A. 5. — Transfer Of Rights Of Recovery Against Us To Others** is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of a covered "auto" only when you have assumed liability for such "bodily injury" or "property damage" under "insured contract." In all other respects, if a person or organization to or from whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

The following modifies **SECTION IV, B. — General Conditions:**

#### **Concealment, Misrepresentation Or Fraud**

The following is added to **SECTION IV, B. 2. — Concealment, Misrepresentation Or Fraud:**

- e. If you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure.

#### **Policy Period, Coverage Territory**

The following modifies **SECTION IV, B. 7. — General Conditions:**

**SECTION IV, B. 7. — Policy Period, Coverage Territory** is modified as follows:

The definition of coverage territory is amended to include anywhere in the world for covered "autos" hired on a short term (30 days or less) basis. The "insured's" responsibility to pay damages must be determined in a "suit" brought in:

1. The United States of America;
2. The territories or possessions of the United States of America;

3. Puerto Rico; or

4. Canada; or

in a settlement we agree to.

#### **Two Or More Coverage Forms Or Policies Issued By Us**

The following modifies **SECTION IV, B. 8. — General Conditions:**

**SECTION IV, B. 8. — Two Or More Coverage Forms Or Policies Issued By Us** is deleted in its entirety and replaced with the following:

#### **8. Two Or More Coverage Forms Or Policies Issued By Us**

If a "loss" covered under this Coverage Part also involves a "loss" to other property from the same "accident," which is covered under a Commercial Property or Inland Marine Coverage Part issued by us or any member company of ours for you, the most we will deduct from the "loss" is the single largest deductible involved. Furthermore, each deductible will only be applied against its applicable coverage and, any deductible amount(s) actually taken will be applied toward any remaining larger deductible(s).

#### **Amendments to SECTION V — DEFINITIONS**

##### **Leased Workers As Employee**

The following is added to **SECTION V, F.**

When used in this Coverage Part, the word "employee" includes leased workers, but does not include temporary workers. As used in this definition:

1. Leased worker means a person, other than a temporary worker, leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business; and
2. Temporary worker means a person who is furnished to you for a finite time period to support or supplement your work force in special work situations such as "employee" absences, temporary skill shortages and seasonal workloads.

The following is added to **SECTION V, K. 6. a.:**

- (4) (This provision does not apply in New York.) This does not include self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

The following is added to **SECTION V — DEFINITIONS:**

##### **Q. Emergency Operations**

"Emergency operations" means actions:

- (1) Which are urgent responses for protection of property, human life, health or safety; and

(2) Which result from or arise out of the performing or attempting to perform firefighting, rescue or emergency medical services, and/or the stabilizing or securing of an emergency scene including run off from the cleaning of equipment as the result of such operations; and

(3) Which are sanctioned by the fire department, first-aid or rescue squad insured under this policy, or by the officers of such organization.

For the purpose of this definition "property damage" arising out of "Emergency Operations" include clean up of a pollutant.

#### **R. Mental Anguish**

(This provision does not apply in New York.) For jurisdictions other than New York, the definition of "bodily injury" is amended to include mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury.")

#### **S. Training Operations**

"Training Operations" means activities used to prepare, train or instruct fire department, first aid squad or rescue squad members to respond to "Emergency Operations" according to accepted and recognized emergency procedures, including applicable municipal, state and federal standards.

#### **T. Volunteer Worker**

"Volunteer worker" is a person who performs business duties for you, for no financial or other compensation.

#### **U. Permanently Attached Equipment**

"Permanently attached equipment" means equipment that is welded, bolted, or permanently screwed to the dashboard, fire wall or body of the "auto." Equipment inserted on permanently installed side brackets with or without the use of setscrews or tension, or portable fire fighting and/or rescue related equipment, shall not be construed as "permanently attached equipment."

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# LIMITED MOBILE EQUIPMENT COVERAGE

COMMERCIAL AUTO  
CA 77 74 07 06

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

Except for those types of vehicles listed below, a vehicle within the "mobile equipment" definition under **SECTION V — DEFINITIONS** will be treated as an "auto" solely under **SECTION II — LIABILITY COVERAGE** but only to the extent the "mobile equipment": (1) is being driven under its own power, (2) is being driven in public rights of way, and (3) is subject to a compulsory insurance or financial responsibility law or other mandatory motor vehicle insurance law in the state where it is licensed or principally garaged. This endorsement applies regardless of any Covered Auto Designation Symbol shown in the Declarations solely with respect to the "mobile equipment" described in the foregoing sentence.

This endorsement does not provide coverage for any "mobile equipment" under **SECTION III — PHYSICAL DAMAGE COVERAGE** unless that "mobile equipment" is specifically scheduled as a covered "auto" and a premium charge is made for that "mobile equipment" as a covered "auto" in the Declarations.

Recreational vehicles, snowmobiles, ATVs, off-road motorcycles or any other similar type of vehicles or "mobile equipment" shall never be treated as an "auto" under this endorsement unless the vehicle is specifically scheduled as a covered "auto" and a premium charge is made for that vehicle as a covered "auto" in the Declarations.

If any other coverage part issued by Us or any of Our insurance company affiliates, applies or is deemed by the issuing company to apply to a loss which is also covered by this endorsement, only one coverage part that applies or is deemed by the issuing company to apply will respond to the loss and provide defense.

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# ABUSE OR MOLESTATION LIABILITY COVERAGE EXCLUSION

COMMERCIAL AUTO  
CA 80 23 06 10

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

**A. The following exclusion is added to LIABILITY COVERAGE B. Exclusions:**

"Bodily injury", "property damage" or "covered pollution cost or expense" arising from or related to:

- (1) Each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together, including physical or mental abuse arising from or related to such conduct; or

- (2) The insured's:

- (a) Hiring;
- (b) Training;
- (c) Investigation;
- (d) Supervision;
- (e) Reporting to the proper authorities, or failure to so report; or
- (f) Retention;

of any "employee", volunteer, student in training or any other person or persons who commit or allegedly commit acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, and for whom the insured is or ever was legally responsible; or

- (3) The insured's:

- (a) Design;
- (b) Control;
- (c) Maintenance;
- (d) Supervision;
- (e) Inspection; or
- (f) Investigation of prospective tenants

of your premises, premises in your control or premises you have leased to another where such activities actually or allegedly resulted in any act of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

- (4) The insured's failure to provide professional services to or neglect of the therapeutic needs of a client, patient or other person arising from any physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

- (5) The insured's liability for physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, by any "employee", volunteer, student in training or any other person or persons acting within the scope of their employment, appointment or authorization by the insured.

All other terms and conditions of the coverage form remain unchanged.



# AUTO MEDICAL PAYMENTS COVERAGE

COMMERCIAL AUTO  
CA 99 03 03 06

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

### B. Who Is An Insured

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

### C. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

#### **D. Limit Of Insurance**

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

#### **E. Changes In Conditions**

The Conditions are changed for Auto Medical Payments Coverage as follows:

1. The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.
2. The reference in Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance — Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

#### **F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

# INDIVIDUAL NAMED INSURED

COMMERCIAL AUTO  
CA 99 17 03 06

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS' COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

If you are an individual, the policy is changed as follows:

### A. Changes In Liability Coverage

1. The Fellow Employee Exclusion does not apply to "bodily injury" to your or any "family member's" fellow "employees".
2. **Personal Auto Coverage**

If any "auto" you own of the "private passenger type" is a covered "auto" under Liability Coverage:

- a. The following is added to **Who Is An Insured**:

"Family members" are "insureds" for any covered "auto" you own of the "private passenger type" and any other "auto" described in Paragraph 2.b. of this endorsement.

- b. Any "auto" you don't own is a covered "auto" while being used by you or by any "family member" except:

- (1) Any "auto" owned by any "family members".
- (2) Any "auto" furnished or available for your or any "family member's" regular use.
- (3) Any "auto" used by you or by any of your "family members" while working in a business of selling, servicing, repairing or parking "autos".
- (4) Any "auto" other than an "auto" of the "private passenger type" used by you or any of your "family members" while working in any other business or occupation.

- c. The Pollution Exclusion and, if forming a part of the policy, the Nuclear Energy Liability Exclusion (Broad Form), does not apply to any covered "auto" of the "private passenger type".
- d. The following exclusion is added and applies only to "private passenger type" covered "autos":

This insurance does not apply to:

"Bodily injury" or "property damage" for which an "insured" under the policy is also an "insured" under a nuclear energy liability policy or would be an "insured" but for its termination upon its exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or any of their successors. This exclusion does not apply to "autos" registered or principally garaged in New York.

### B. Changes In Physical Damage

#### PERSONAL AUTO COVERAGE

If any "auto" you own of the "private passenger type" is a covered "auto" under Physical Damage Coverage, a "non-owned auto" will also be considered a covered "auto". However, the most we will pay for "loss" to a "non-owned auto" which is a "trailer" is \$500.

### C. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. The words "you" and "your" include your spouse if a resident of the same household except for notice of cancellation.
3. When the phrase "private passenger type" appears in quotation marks it includes any covered "auto" you own of the pick-up or van type not used for business purposes, other than farming or ranching.
4. "Non-owned auto" means any "private passenger type" "auto", pick-up, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member", while it is in the custody of or being operated by you or any "family member".

# Exhibit C



# CERTIFICATE OF LIABILITY INSURANCE

NESES-1

OP ID: TB

DATE (MM/DD/YYYY)  
07/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Tobias Insurance Group 9247 N. Meridian St. Ste. 300 Indianapolis, IN 46260 James R. Bigott		<b>Phone:</b> 317-844-7759 <b>Fax:</b> 317-844-9910		<b>CONTACT NAME:</b> Scott Falkenberg <b>PHONE (A/C No. Ext):</b> 317-844-7759 <b>FAX (A/C No.):</b> 317-815-6036 <b>E-MAIL ADDRESS:</b> sfalkenberg@tobias.com	
<b>INSURED</b> New Sesco, Inc. dba Sesco Group 1426 W. 29th Street Indianapolis, IN 46208		<b>INSURER(S) AFFORDING COVERAGE</b>			
		<b>INSURER A:</b> Mt. Hawley Insurance Co.		<b>NAIC #</b> 37974	
		<b>INSURER B:</b> Acuity A Mutual Insurance Co.		<b>14184</b>	
		<b>INSURER C:</b>			
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	X		EGL0002408(13)	07/14/2013	07/14/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> <b>CONTRACTUAL LIAB.</b>						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> <b>CONTRACTORS POLL.</b>						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	<b>AUTOMOBILE LIABILITY</b>			X74498(13)	07/14/2013	07/14/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALLOWED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A		X74498(13)	07/14/2013	07/14/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>PROFESSIONAL LIABILITY</b>			EGL0002408(13)	07/14/2013	07/14/2014	EA CLAIM 1,000,000 AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# NOTEPAD

INSURED'S NAME New SESCO, Inc.

NESES-1  
OP ID: TB

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DATE 07/12/13

**IF YOU ARE THE RECIPIENT OF THIS CERTIFICATE:**

ANY WORDING TO PROVIDE ADDITIONAL INSURED COVERAGE, PROVIDE COVERAGE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, OR PROVIDE A WAIVER OF SUBROGATION APPLIES ONLY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

CONTRACTUAL LIABILITY COVERAGE IS ONLY PROVIDED TO THE EXTENT SET FORTH IN THE POLICIES AND MAY NOT COVER ALL LIABILITY ASSUMED BY THE NAMED INSURED UNDER THE CONTRACT.

**IF YOU ARE THE REQUESTOR OF THIS CERTIFICATE OF INSURANCE:**

Tobias Insurance Group has, upon your request, issued the attached Certificate of Insurance.

If you have not already done so, we highly recommend that you provide Tobias Insurance Group with a copy of the insurance and indemnification provisions of the contract pertaining to the Certificate of Insurance request so that we may properly ascertain whether the referenced insurance policies address the limits of insurance, terms and types of coverage required by the contract.

While most Certificates of Insurance can be issued at no cost, the contract may require the purchase of additional insurance coverage that could be subject to an additional premium charge. In some instances, the coverage identified in the contract may be outside the underwriting guidelines of the insurance carrier and cannot be obtained.

Any contract review performed by Tobias Insurance Group should not be construed as the rendering of legal advice or a legal opinion concerning any portion of the contract.

Tobias Insurance Group has not endeavored to identify all potential liability issues that might arise under this contract. This review is provided for information purposes only and should not be relied upon by third parties.

Any description of insurance coverage is subject to the terms, conditions, exclusions and other provisions of the policies and any applicable regulations, rating rules or plans. This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.